

# **REQUEST FOR PROPOSAL**

# SCHOOL DISTRICT AND SCHOOL WEBSITES, CONTENT MANAGEMENT SYSTEM, MOBILE APP AND MASS COMMUNICATION SYSTEM

Request for Proposal No. 005-24
Date of Issue: Oct. 2, 2023
Proposal Closing Date: Oct. 30, 2023, at 2:00 PM
Proposal to be returned PRIOR TO date and time above.

## SUBMIT TO:

Douglas County School District RE-1 ("DCSD") via:

DCSD's Workday Strategic Sourcing portal, which can be accessed via the link below. Suppliers *must* submit their bids within this portal.

https://us.workdayspend.com/rfps/public/550424

THIS IS NOT A COMPETITIVE BID. The request for proposal process allows DCSD to select the supplier that best meets the needs of DCSD, taking into consideration supplier qualifications, price, products, and service capabilities.

# REQUEST FOR PROPOSAL

# 005-24 RFP - SCHOOL DISTRICT AND SCHOOL WEBSITES, CONTENT MANAGEMENT SYSTEM, MOBILE APP AND MASS COMMUNICATION SYSTEM

DCSD is requesting proposals from qualified firms or individuals for school district and school websites, content management system (CMS), school district mobile app, and mass communications system.

Proposals are to be submitted to the Strategic Sourcing & Contract Management Department of DCSD, in accordance with the Instructions to Suppliers and all other requirements as referenced in this document. Proposals will be received until the due date and time listed on the first page of this document, at which time the names of those suppliers submitting proposals will be made available through the DCSD's Workday Strategic Sourcing portal. No other public disclosure will be made until after award of contract.

DCSD will use the following tentative schedule for the selection process:

RFP published	Oct. 2, 2023
Online question deadline	Oct. 23, 2023
Proposal submission deadline	Oct. 30, 2023 at 2pm MDT
Evaluation of proposals & supplier shortlist	Oct. 30, thru Nov. 3, 2023
Interviews with selected suppliers (if applicable)	Nov. 6 thru 10, 2023
Awarding of contract	Dec. 1, 2023

## INSTRUCTIONS TO SUPPLIERS

- 1. Suppliers responding to this Request for Proposal ("RFP") must submit their proposals in the format as outlined in this solicitation.
- 2. Each supplier proposal shall consist of one electronic copy in the format specified within proposal format. The proposals are to be submitted no later than 2:00 P.M., via:

Douglas County School District's Workday Strategic Sourcing portal, which can be accessed via the link posted below:

# https://us.workdayspend.com/rfps/public/550424

- 3. Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date.
- 4. The content of all proposals must conform to the following:
  - Suppliers must respond to the questions in the order presented (if applicable).
  - Suppliers may provide additional supporting documentation pertinent to clarification of the proposal.
  - If using the Douglas County logo in your proposal, please use the current monochromatic brand as shown on this link:

https://www.dcsdk12.org/community-relations/branding

- 5. DCSD reserves the right to:
  - Reject any and all proposals received as a result of this RFP.
  - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
  - Adopt all or any portion of the supplier's proposal.
  - Negotiate changes in the scope of work or services to be provided.
  - Withhold the award of contract.
  - Select the supplier(s) it deems to be most qualified to fulfill the needs of DCSD. The supplier with the lowest proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal, as stated in Section 13 below.
- 6. The selected supplier will be required to assume responsibility for all goods and services offered in the proposal, whether or not the supplier produces them. Further, the selected supplier shall be the sole point of contact and responsibility with regard to all contractual

matters, including payment of any and all charges resulting from the contract. The selected supplier shall not assign or transfer any interest in the contract without prior written consent of DCSD.

- 7. DCSD shall not be liable for any costs incurred by the supplier in the preparation and production of the proposal or for any work performed prior to the execution of a contract.
- 8. All proposals and other materials submitted shall become the property of DCSD.
- 9. No reports, information, or data given to or prepared by the selected supplier shall be made available to any individual or organization by a respondent or the selected supplier without prior written approval of DCSD.
- 10. All changes in the RFP documents shall be through written addendum and furnished to all suppliers via DCSD's Workday Strategic Sourcing portal. Verbal information obtained otherwise shall not be considered in awarding of the proposal.
- 11. The selected supplier may be required to enter into a written contract with DCSD on DCSD's approved form. All information contained in this RFP and acceptable provisions of the supplier's response will be attached to and made part of the executed contract.
- 12. Suppliers who have questions concerning the submission of proposals or the RFP process, must post directly to DCSD's Workday Strategic Sourcing portal.
- 13. The proposals will be reviewed by a selection committee. The committee may request additional information from suppliers or request personal interviews with one or more suppliers. Final evaluation and selection may be based on, but not limited to, any or all of the following:
  - Information presented in the proposal.
  - Ability of the supplier to provide quality and timely products and services.
  - Qualifications and experience of the supplier.
  - Reference checks.
  - Personal interview.
  - Total cost.
  - Proposed time lines.
- 14. DCSD is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit proposals. Suppliers to whom a contract is awarded shall not discriminate on the basis of age, race, color, national origin, gender, creed, or disability.
- 15. The successful Supplier will be required to complete, at their own expense, a Criminal record check on all employees working on or reasonably likely to work on school district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor

crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract.

The successful Supplier must complete a Verification of Background Check form indicating that they have done a background check on all of their employees working on school district property. The successful Supplier will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws, regulations or policies governing employee background checks.

- 16. All suppliers are required to sign the CERTIFICATION REGARDING DEBARMENT and SUSPENSION (included below) indicating the supplier's business has not been debarred by any federal department or agency. The District will be using the System for Award Management (SAM) to verify that the supplier has not been debarred.
- 17. Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful supplier and the participating agencies. Due to all the variables in this type of Bid, the District will contact the successful Bidder and make it aware of the interest by another agency (if any). The successful Bidder and the interested agency will then be able to design the successful Bid around the parameters, (e.g., delivery locations and specialty products). Each agency will then establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments. It is understood and agreed that DCSD is not a legally binding party to any contractual agreement made between other governmental agencies and the Bidder as a result of this bid.

## SPECIFICATIONS/SCOPE OF WORK

# **Background**

**District Profile:** DCSD is soliciting proposals from qualified suppliers to provide school district and school websites, content management system (CMS), a school district mobile app, and mass communications capabilities to include messaging via telephone, SMS and email. Qualified suppliers that meet all criteria will be considered. This RFP should not be misconstrued as a formal bid. There is absolutely <u>no commitment</u> to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

DCSD is currently the third largest school district in the State of Colorado. DCSD covers a geographical area of approximately 850 square miles. Within these boundaries are 48 elementary schools, 9 middle schools, 9 high schools, 6 alternative schools and 18 charter schools. In addition to the permanent structures, there are multiple modular buildings associated with these sites. Our remaining buildings house administration, alternative programs and support service functions; 63,000 students and 8,500 staff members occupy these buildings year-round, in most cases.

# Website/Mass Communications Background:

DCSD currently purchases its district website and mobile app, mass communications system, and school websites from SchoolMessenger. Colorado House Bill 21-1110 and Colorado Senate Bill 23-244 added language to strengthen Colorado law related to protections against discrimination on the basis of disability for persons with disabilities, specifically as those laws relate to accessibility to government information technology. This legislation requires state agencies to be in full compliance with WCAG 2.1 AA Guidelines in the creation and publication of any online content and materials; including, but not limited to text, links, images, forms, PDFs, documents, and embedded third-party applications. DCSD intends to be in full compliance with HB 21-1110 and SB 23-244 by the required implementation date of July 1, 2024. In order to do so, DCSD will need to move all school websites (with the exception of charter school websites) to a uniform website, mobile app and mass communications tool that will help DCSD, and its schools ensure its messaging is easily accessible and in compliance with local, state and federal laws.

DCSD's current model is to encourage schools to have SchoolMessenger websites with each school paying for their website out of their budget. DCSD is looking to change this model and require each school (with the exception of charter schools) to transfer to a uniform website provider with the school district covering the costs.

- Currently, all DCSD schools (including charter schools) utilize SchoolMessenger for mass communications and the school district utilizes the emergency communications system in order to quickly communicate with families and staff via telephone, SMS/text messaging and email.
- Currently the school district plus 62 school sites have websites via SchoolMessenger, and 10 school sites have websites hosted by other providers (in many cases Google sites).

# **Scope of Service:**

1. DCSD is seeking qualified firms or individuals who can provide the following products and services. DCSD plans to review submissions and conduct interviews with selected respondents it determines can best meet the requirements herein. The services include but are not limited to:

- School district mobile app
  - o If your company has an option to provide separate mobile apps for each school please provide information and pricing in your proposal.
- School district website
- 72 school websites
- Mass communication system (email, SMS and phone call) for school district of 63,000 students and 8,500 staff.

In order to demonstrate that your company can provide the services requested, please provide more information regarding each of the following:

- 1.1. WCAG 2.1 AA ADA compliance features and related professional development available.
- 1.2. Tools offered and functionality matrix separated by school district website/messaging and individual school sites/messaging. Functionality should include, at a minimum:
  - o Content Management System with administrative dashboard, ability for DCSD administrators to edit all areas of the website including headers, footers, menu, navigation, etc. And to control other users' permission levels on the websites.
  - o Ability to create custom/user friendly URLs.
  - o Access to user friendly website analytics tools.
  - o ADA compliance scans and reviews of the district and school websites.
  - o Appropriate SSL certificates.
  - o Advanced site search capabilities.
  - o Easy to use calendar/event pages, staff directories, forms, department and classroom pages, etc.
  - Ability to embed/stream videos
  - Version control for content revisions
  - Draft and preview functionality
  - o Support for themes and templates for design customization
  - o Role-based access control to restrict access and actions based on user roles
  - o Granular permissions settings for content creators, editors, and administrators
  - o Easy uploading, storage, and management of images, videos, and other media
  - o Automatic resizing and optimization of uploaded media
  - o Support for image galleries and multimedia content
  - o Powerful and customizable search functionality
  - o SEO optimization features like meta tags, friendly URLs, and sitemaps
  - o Built-in responsive design or support for responsive themes
  - o Mobile-friendly and adaptable to different screen sizes
  - o Scalability to handle increased traffic and content volume
  - o SAML-based single sign-on capability
- 1.3. List any add-on services/products available and cost, if applicable.
- 1.4. Number of school districts currently served by your organization in Colorado and in the U.S.
- 1.5. Size of school districts currently served by your organization in Colorado and in the U.S.
- 1.6. Suggested roll out plan and time frame for Douglas County School District's school district website, app and messaging and individual school websites/messaging.
- 1.7. Provide documentation on how to utilize existing domains with your platform.
- 1.8. An outline detailing how much time/resources would be provided by your company to launch the product and websites and how much time/resources would need to be provided by the school district.

- 1.9. Professional development/training available to our school district and staff. Please include the type of professional development available (i.e. recorded videos, in-person training, etc.) including any limit on number of sessions, hours, etc.
- 1.10. Overview of the ease of use of your platform and tools.
- 1.11. Provide information about the ability for users to get help, including after hours and weekends.
  - o Include average on-hold/wait time for your help desk when a user needs assistance.
  - o Include average help-desk ticket turnaround time.
- 1.12. Detail translation capabilities for website, mobile app and mass communications (DCSD's current most-utilized languages are English, Spanish, Mandarin and Russian).
- 1.13. Average time needed to complete an emergency communication (email, SMS, and phone call) to a district with 63,000 and 8,500 staff members.
- 1.14. Example(s) of your product functionality during a localized mass crisis situation where cell phone towers may be overloaded.
- 1.15. Does your mass messaging tool seamlessly integrate with Infinite Campus?
- 1.16. How does your website and mass communications technology evolve with changing industry requirements and trends?
- 1.17. Do you offer integrations with third party tools such as Facebook, X/Twitter, etc.?
- 1.18. What is the security compliance of the platform and are there any security requirements of DCSD?
- 1.19. What is your guaranteed uptime? Please provide the details of your Service Level Agreement?
- 1.20. How often does your company experience website and messaging outages? How do you communicate about outages and resolve them in a timely manner?
- 1.21. Do you offer a disaster recovery solution so that website visitors can continue to access our site during an outage or other issue where our site becomes compromised.
- 1.22. Do you offer denial of service protection for our websites?
- 1.23. How do you ensure security of data such as email addresses and phone numbers within the mass communications system?
- 1.24. Describe your website vulnerability testing and patching cadence and process?
- 1.25. Do you offer audit tracking/logging of website changes?
- 1.26. Do you offer chat-like functionality for classroom teacher to parent communication similar to tools such as Remind, GroupMe, etc.?
- 1.27. Do you offer any ongoing services to help us monitor the health and usefulness of our website?
- 1.28. Additional features/info you believe we should know for example, what makes your company/tools stand out from the competition.

## **Cost Proposal/Schedule of Fees:**

Provide an all-inclusive cost proposal for all proposed services, including set up, training, incidental expenses, etc.

The successful proposer will complete all pricing Worksheets and Questionnaires included in the RFP, which is published within the district's Workday Strategic Sourcing portal. The RFP can be accessed via the link posted below:

https://us.workdayspend.com/rfps/public/550424

## AWARD OF CONTRACT

Selection shall be made of one or more suppliers deemed to be fully qualified and best suited among those submitting proposals. Negotiations and interviews may be conducted with one or more qualified suppliers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each supplier so selected, DCSD shall select the supplier which in its opinion, has made the best proposal, and shall award the contract to that supplier.

DCSD may cancel this RFP; reject proposals or any portion thereof at any time prior to an award. Should DCSD determine at its sole discretion that only one supplier is fully qualified, or that one Supplier is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that supplier.

The award shall be in the form of a firm fixed price contract. The award document shall be a contract incorporating by reference all the requirements, terms, and conditions in this solicitation and the supplier's proposal as negotiated.

## PROPOSAL TERMS & CONDITIONS

- 1. All participating suppliers, by their signature, agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. Should DCSD omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the supplier shall secure written instructions from DCSD at least 48 hours prior to the time and date of the scheduled due date of the proposals.
- 2. The supplier warrants that all equipment, materials, and work will conform within applicable drawings, specifications, samples, and/or other descriptions given to DCSD, and that they will be free from defects. Without limitation of any rights that DCSD may have at law or in equity, goods that are not as warranted and/or that are not in conformance with applicable drawings, specifications, samples, and/or other descriptions may be returned by DCSD at the supplier's expense within a reasonable time after delivery, for either credit or replacement, as DCSD may direct.
- 3. The successful supplier shall indemnify, hold harmless and defend DCSD, its parent company, subsidiaries and affiliates, and all their members, directors, officers, employees, agents and representatives, from and against any liability, claims, demands, penalties, fines, lawsuits, judgments, losses and expenses, including reasonable attorneys' fees and court costs, arising in favor of any party (including, but not limited to, personnel furnished by the successful supplier) (i) on account of bodily injuries, deaths, or damage to property that results from the fault, negligent act or omission, or willful misconduct, in each case, in connection with the acts, of the successful supplier, or its employees, officers, directors, agents, subcontractors, or suppliers, or their respective directors, officers, agents, or employees, (ii) resulting in any way from the breach of this Agreement by the successful supplier or its subcontractors, (iii) arising out of or relating to disclosure of any information included in and (iii) resulting in any way from any allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property right by the services provided by the successful supplier pursuant to this Agreement.
- 4. The successful supplier shall maintain insurance for workers' compensation as required by law, and shall additionally maintain general liability insurance with limits not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage. Comprehensive automobile liability insurance coverage is also required.
- 5. The successful supplier shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes, and shall secure all necessary licenses and permits in connection with this RFP and any goods or services to be provided hereunder.
- 6. By submission of the proposal, the supplier certifies that the proposal has been arrived at independently and submitted without collusion with any other supplier, and that the contents of the proposal have not been communicated by the supplier, or to the supplier's best knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the supplier, and will not be communicated to any person prior to the official opening of the proposals.

- 7. All information included as part of this proposal shall be subject to the Colorado Open Records Act. Merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees, and warranties.
- 8. Venue for any and all legal action regarding or arising out of or related to the RFP, response to RFP, or work performed thereunder shall be solely in DCSD Court in and for Douglas County, State of Colorado. The transactions covered herein shall be governed by and construed in accordance with the laws of the State of Colorado.
- 9. DCSD is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.
- 10. DCSD reserves the right to cancel without penalty, at any time, any awards occurring as a result of this RFP. Time is of the essence. When a date is set for the delivery of goods or the performance of work, the goods must be delivered, and/or the work must be performed, in accordance with the proposal specifications or description on or before that date, or the order to the delinquent supplier may be canceled and re-awarded.
- 11. DCSD shall have the right to cancel this agreement if funds are not allotted for the next fiscal year to continue this service. DCSD may effect such cancellation by giving the supplier written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this agreement as provided in this paragraph, DCSD shall not be responsible for the payment of any services received which occur after the end of the current period.
- 12. Any Bidder that wishes to protest an award of any Bid, must do so in writing, and deliver to the Director of Strategic Sourcing and Contract Management within 48 hours after notification of the Award.

#### PROPOSAL RESPONSE FORMAT

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Each supplier proposal shall consist of one marked original copy in the format specified within this section. Proposals not meeting the requirements below may be determined to be non-responsive and will receive no further consideration.

- A. **Table of Contents:** Please clearly outline and identify the material and responses by page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- B. **Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Supplier that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Supplier's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations for the Supplier. Please provide name, title, address, telephone numbers and email address.
- C. **Qualifications:** Summarize the qualifications of the firm. Where the project team includes subcontractors or sub-consultants, qualifications of the proposed subcontractors or subconsultants shall also be provided. Past working relationships on similar projects should also be indicated.

Provide the credentials of the individual(s) from your firm that will administer the day-to-day operations of the DCSD contract. Proposal must identify the person or persons to perform work with DCSD and give the percent of the contract each person would be expected to perform. It is expected that the services provided will require a close, positive working relationship with DCSD and that the personnel identified would not be changed without the prior written approval of DCSD. DCSD will reserve the right to terminate the contract if key personnel are changed or if working relationships are not satisfactory. The proposed personnel shall be available throughout the duration of the entire project. Include an organizations chart with identification of staff responsible for contract duties, and brief position descriptions.

List the service representatives available to this account. Qualifications of new people working under this contract will be submitted to DCSD in writing for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

It is expected that your response will include the resumes of your most qualified personnel to perform this project. As an alternate please include a resume and project history of your "second tier personnel", your personnel evaluation will be based upon the least qualified personnel.

D. **References:** Please provide three (3) K-12 Education market references. Include name of customer, address, contact name, telephone numbers (including fax number), and email

address. Please include only references within the current calendar year and previous two (2) calendar years. DCSD may contact these references during the evaluation process.

Each Supplier should include summary information for all contracts of similar size and scope performed by the firm, or team, within the past three (3) years. Information provided for each job shall include:

- 1. Contract/Project name
- 2. Agency/department/office for which performed
- 3. Dates of contract
- 4. Owner's contract/project manager or other representative
- 5. Contact person
- 6. Dollar value of contract

DCSD reserves the right to contact any and all references and to obtain, without limitation, information on the Supplier's performance on the listed jobs.

- E. **Scope of Services:** The Supplier must acknowledge agreement with the specific requirements of the specifications or provide an alternative for DCSD to consider. Indicate any exceptions to the scope of services of the RFP. Summarize your approach and understanding of the services and any special considerations of which DCSD should be aware.
- F. **Appendices:** The content of this page is left to the Supplier's discretion. However, the Supplier should limit materials included here to those that will be helpful to DCSD in understanding the services provided for this specific contract.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charges by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Official:
Name (typed):
Title:
Firm:
Date: