City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

Student, Parent, Teacher and District Communication System

BOE, Meriden, CT

RFP 020-07

Proposals Due: October 17, 2019 @ 4:00 PM

Purchasing Department 142 East Main St. Room 210 Meriden, CT 06450 (203) 630-4115

LEGAL NOTICE The City of Meriden is Accepting Sealed Proposals For: **RFP 020-07 – Student, Parent, Teacher and District Communication System**

The Meriden Public Schools is seeking proposals to implement and support a K-12 unified communication platform. Meriden currently uses multiple different products to communicate with parents and students and is looking for a unified solution for all communications.

Sealed Request for Proposals shall be submitted in the manner specified to the Purchasing Department, Room 210, 142 East Main Street, City Hall, Meriden, CT 06450-8022 until **4:00 PM on October 17, 2019**. Request for Proposals received after the date and time specified shall not be considered and shall be returned unopened.

The successful firm(s) shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the project. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices

Minority owned firms are invited to submit their qualifications independently or as a joint venture with other consultants for the entire assignment.

The City of Meriden reserves the right to reject any or all Requests for Proposals and to accept any or all Requests for Proposals, if it is deemed to be in the best interest of the City of Meriden.

For additional information go to <u>www.meridenct.gov</u>.

Adam B. Tulin, M.P.A. Purchasing Officer City of Meriden Dated: September 19, 2019

RFP020-07 Student, Parent, Teacher and District Communication System

1. INTRODUCTION

The Meriden Public Schools is seeking proposals to implement and support a K-12 unified communication platform. Meriden currently uses multiple different products to communicate with parents and students and is looking for a unified solution for all communications.

2. BACKGROUND

The Meriden Public Schools is an urban district located in central Connecticut between Hartford and New Haven. The district has two comprehensive high schools, two middle schools and eight elementary schools. The Meriden Public Schools serves approximately 9,000 students in grades K through 12 and employs just over 700 teachers and administrators. The district's goal is to graduate college and career ready students, as well as reduce the achievement gap among district subgroups.

<u>3. SCOPE OF SERVICES</u>

- Integration with PowerSchool
- Mass notification system offering multiple modalities –including unlimited calls, texts and emails
- Social media posting with integration
- Provide two-way communication
- Multiple language translation of messages
- Teacher and classroom communication options
- Mobile App for Administration
- Mobile Notification App
- Daily and period absences messages
- Ability to electronically send home forms and receive signoffs
- Ability to send home secure, personal documents (i.e. report cards)
- Ability to schedule conferences
- Offers Single Sign-On with ClassLink

All Proposals should include content migration, design and deployment services, access to support at all times (24x7x365) with unlimited training.

All products must have legal compliance with ADA, CIPA and FERPA.

Any and all costs of the project must be included in the total amount of the proposal.

3.1 System Support and Maintenance

System software support shall be made available at all times (24x7x365). Response time to system software issues shall be no more than four (4) hours. Costs for system software support that requires onsite diagnosis and/or service shall be borne solely by the software provider and not by the City.

Support Escalation Procedures: Proposals shall provide information on support escalation procedures, in the event that (1) the incident is a not responded to within sufficient time or that (2) the incident cannot be remedied in sufficient time.

System Software Patches/Updates: Provision of software patches, as well as minor software updates (e.g. V3.2 to V3.3) are assumed to be included in the base cost for continuing license and maintenance costs, and shall be provided to the City at no additional cost. Any exceptions to this condition shall be clearly outlined in your proposal, with cost methodology for addressing exceptions to this provision.

System Software Version Upgrades: Provision of major system upgrades (e.g. V3.2 to V4.0) are assumed to be included in the base cost for continuing license and maintenance costs, and shall be provided to the City at no additional cost. Any exceptions to this condition shall be clearly outlined in your proposal, with cost methodology for addressing exceptions to this provision.

3.2 Implementation

Selected vendor shall provide unlimited training to staff for implementation and administration of the content management system as well as the notification system.

3.3 Content Update

Departments are not expected to require assistance in content updates, or in addition of new pages after the approved design is moved into production. The software is expected to be sufficiently intuitive to allow for content management to be performed by City staff within various departments.

3.4 Other System Requirements

- Must be capable of full operation on all vendor (Microsoft, Mozilla, Google and Apple) supported versions of the following web browsers: Microsoft IE, Microsoft Edge, FireFox, Google Chrome and Safari.
- Must be capable of provisioning standard template and up to five (5) alternate templates; templates shall be capable of being modified by City staff.
- Must be capable of navigating in mode consistent with Windows Explorer.
- Must be capable of establishing audit trails for modifications to pages.
- Must be capable of capturing information on users that download documents, if such criteria is established at the time of upload.

- Must be capable of defining approval levels for management of content and documents, content shall include the ability to have approval by department heads, and templates shall include the ability to have approval by MIS staff.
- Must be capable of accommodating Java scripts for imbedded links.

4. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in a sealed envelope marked "**RFP020-07 Student, Parent, Teacher and District Communication System**" to the Purchasing Office at the Meriden City Hall, 142 East Main Street, Meriden, CT 06450, no later than **4:00 P.M. October 17, 2019**.

One (1) original and eight (8) copies of sealed proposals must be received in the Purchasing Office by the date and time noted above. The City will reject proposals received after the date and time noted above. The City will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred twenty (120) days after the opening date, to give the City sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

4.1 Proposal Requirements

Interested vendors must respond with a written description of the software and its capabilities in the following format:

A. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain effective for 120 days after the due date.

- B. A concise and complete description of the work to be performed, including:
 - 1. An explanation of your firms understanding of the need, its approach to work, key issues to resolve and potential resolution(s).
 - 2. A detailed work program and time schedule for the product, including milestones for periodic review of the work (if applicable).
 - 3. A description of similar projects which your firm has been involved in, including references. The proposing firm must demonstrate that, on or before the time of such submission, it has successfully completed successful deployment of a minimum of three (3) similar systems in the past five (5) years.
 - 4. Technical information. Bidder will furnish at no additional charge, upon request, technical information, diagrams, instruction guides, samples, or other documentation as requested to show the system offered fully complies with these specifications. It is assumed that a narrative of the system overview will be provided as part of any submitted proposal.

- 5. A summary of your firm as outlined in Section 4.2 of this document.
- 6. System costs, inclusive of all software costs, onsite training, first year warranty support from date of system acceptance, and four subsequent annual years of software license maintenance. Unless otherwise expressly stated, it is assumed that software license maintenance costs beyond the four year term stated are not subject to cost increases greater than CPI. For purposes of presentation of costs, firms should assume one half day of remote training.
- 7. Other costs necessary for operation of system (e.g. third party licensing).

4.2 Vendor Information

A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location.
- Starting date of service and completion date.
- Contact name, title and telephone number.

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

4.3 Evaluation Criteria

Selection of firm(s) will be responsibility of a committee consisting of City designated representatives. The evaluation will be based upon the written submissions and selected interviews/scope reviews. The factors which will be evaluated (not necessarily listed in order or priority), include the following:

- 1. The firm's demonstrated capabilities and qualifications.
- 2. Financial soundness and stability of the firm.

- 3. The firm's understanding of the approach to the project.
- 4. The proposed system and its ability to meet requirements.
- 5. The firm's schedule, including milestones.
- 6. Clarity, organization, and effective presentation of submittal.
- 7. Review of references listed.
- 8. Proposed cost.
- 9. Value added services offered.

The City will short list responding firms to come on site and demo their product. Based upon its review of the written submissions and demonstrations, the City may then chose to invite finalists for an interview/scope review.

4.4 Questions and Amendments

No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to <u>meridenpurchasing@meridenct.gov</u>, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Meriden website under Bids, RFPs and Legal Notices, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposers are prohibited from contacting any other City employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

5. GENERAL CONDITIONS

5.1 Insurance Requirements

The awarded vendor will be given insurance requirements, if deemed necessary, for this project.

5.2 Additional Information

The City/MPS reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the City in its sole discretion deems desirable.

5.3 Costs for Preparing Proposal

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the City shall have no liability for such costs.

5.4 Ownership of Proposals

All proposals submitted become the City's property and will not be returned to proposers.

5.5 Freedom of Information Act

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

5.6 Presumption of Proposer's Full Knowledge

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the City. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the City's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the City's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

5.7 Tax Exemptions

The City and Meriden Public Schools is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

5.8 Ward Criteria and Selection

The City reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The City reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The City also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The City will accept the proposal that, all things considered, the City determines is in the best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the City's interests, including compliance with the procedural requirements stated in this RFP.

The City will not award the proposal to any business that or person who is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

5.9 Form of Contract

The City anticipates use of a standard form of agreement between the City and a software licensor, for the purposes of engaging a firm to provide the requested system. Contract considerations that cannot be modified include adherence to conditions cited within this RFP, with specific attention to language for indemnification, governing law, and insurance and liability. Please note that although the contract is generally written for software provided onsite, the City does not have a preference for either an on-premises solution running on City-owned equipment, or for a hosted service.



PURCHASING DEPARTMENT ROOM 210 CITY HALL 142 EAST MAIN STREET MERIDEN, CONNECTICUT 06450-8022

ADAM B TULIN, MPA PURCHASING OFFICER

PHONE: 203-630-4115

Shall Be Submitted With Proposal

NON-COLLUSIVE PROPOSAL STATEMENT

PROPOSAL FOR: RFP020-07 Student, Parent, Teacher and District Communication System

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- 1. The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent proposals and;
- 2. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Proposer further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the Proposal and make an award in accordance therewith.

Legal Name of	Proposer			
Business Addre	ess			
Please print: Name and Title of Person Authorized to Sig			Sign	
Signature			Date	
Phone Numbe	er & Ext.	Fax Number	E-mail address	

INSTRUCTIONS TO PROPOSERS

RFP020-07 Student, Parent, Teacher and District Communication System

1. <u>Receipt and Opening of Proposals:</u>

All Proposals shall be submitted in sealed opaque (non-see-through) envelopes clearly labeled with the Proposer's name, address, and the name of the Project for which the proposal is submitted. <u>The words</u> <u>"PROPOSAL DOCUMENT" must appear on the envelope and the time and the date the submittal is due.</u> If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a proposal not properly addressed and identified.

2. <u>Method of Proposal:</u> Proposers shall be certified or licensed, if appropriate, by the State of Connecticut, or state of appropriate jurisdiction. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the service, and the proposer shall furnish to the city all such information and data for this purpose as the city may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the city that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

3. <u>Addenda and Interpretations</u>: No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to <u>meridenpurchasing@meridenct.gov</u> and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail or e-mail to all prospective proposers at the respective address furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

4. <u>Subcontractors</u>: The proposer is specifically advised that any person, firm or other party to whom it is to award a subcontract under this contract must be acceptable to the City and that approval of the proposed subcontract award cannot be given by the City unless and until the successful proposer submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the proposer is not required to attach such information and evidence to the proposer, the proposer is hereby advised of this requirement so the appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Method of Award - Qualified Proposer:

- (a) The City reserves the right to reject any or all proposals and may waive any informality.
- (b) In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.

(c) The City reserves the right to increase or decrease the scope of each item proposed upon at the same proposal price stated in the proposal form.

(d) The City reserves the right to correct any award erroneously made as a result of a clerical error.

6. <u>Corrections:</u> Erasures or other changes in the proposal shall be explained or noted over the signature of the proposer.

7. Obligation of Proposer:

(a) At the time of the opening of proposals, each proposer will be presumed to have read and to be thoroughly familiar with the specifications and other documents (including all addendum or addenda). The failure or omission of any proposer to receive or examine any form, instrument or

documents which has been sent to the address given by such proposer, or the failure of the proposers to familiarize themselves with the conditions relating to the specifications shall in no way relieve any proposer from any obligation in respect to the proposal.

(b) The proposer is responsible for submitting a proposal that will conform to all existing Federal, State of Connecticut, and City of Meriden statutes, ordinances, and regulations. Attention is called specifically to the state requirement relative to licensing of corporations and registrations of partnerships and fictitious names.

8. <u>Patents:</u> The proposer shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the proposal documents.

9. Payments:

a) The City will make such payments to the proposer not less than 30 days following the approval of an invoice submitted for service provided.

b) Cash discounts offered must be for at least a period of 30 days to be considered in the awarding of contracts and discount periods shall be from the date of service, otherwise proposals should be net.c) The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use tax of the State of Connecticut, under State Statute 12-412, such taxes should not be included in the proposal price.

10. Contract:

A contract will not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or contract, or who is in default as security or otherwise by any obligation to the City.

The City of Meriden reserves the right to reject any and all proposals or quotations, to waive any discrepancies in the proposals, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all, or none of the service(s) specified.

11. <u>Non-Collusive Proposal Statement:</u> All proposers shall be required to provide a signed non-collusive statement with all the public proposals as follows:

a) The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding. or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Legal Notice for Proposals, designed to limit independent proposals or competition, and:

b) The contents of the proposal have not been communicated by the proposer or their employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

12. City of Meriden Code of Ethics:

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this proposal as if those terms were set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Proposers are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials. PROPOSERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND PROPOSALS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk.

13. Assignment of Contract:

No contract may be assigned without the consent of the Purchasing Officer or her designee.

14. Insurance:

The Proposer shall provide and maintain a Certificate of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

All insurance coverage shall be provided by the Proposer at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Proposer's policies.

The Proposer shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Proposer agrees that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Proposer to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Proposer shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Proposer shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured
- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements
- * All General Liability cross liability endorsements
- * 30-day written notice provision
- * A deletion of any disclaimer wording relative to providing the holder with notice of cancellation example: "endeavor to" provide notice or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured, evidence of a Cross Liability endorsement so that each Insured's interests are considered and treated separately in the case of claims between the insured, and an endorsement providing a 30-day Advance Notification to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all proposer activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Proposer shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit <u>COMMERCIAL GENERAL LIABILITY COVERAGE</u>, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Premises/Operations
 - II. Products Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors
- b. The Proposer shall procure and maintain for the life of the contract \$300,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Non-owned automobile
 - II. Proposer's Liability and Physical damage
 - III. All Proposer's owned (private passenger and other than private passenger)
 - IV. Any Proposer's automobile
 - V. All Proposer's scheduled automobiles
- c. The Proposer shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Proposer's employees in the event of occupational injury and/or disease.
- d. The Proposer shall procure and maintain for the life of the contract <u>PROFESSIONAL LIABILITY</u>, <u>MALPRACTICE</u>, <u>OR ERRORS AND OMISSION COVERAGE</u> protecting the Proposer against wrongful acts and liability arising from professional services. A \$1,000,000.00 single limit per claim and a \$1,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.