

**SYOSSET CENTRAL SCHOOL DISTRICT
99 PELL LANE
SYOSSET, NEW YORK 11791**

REQUEST FOR PROPOSAL

WEBSITE DESIGN,

DEVELOPMENT AND

HOSTING

PROPOSALS WILL BE RECEIVED UNTIL JULY 20, 2018.

REQUEST FOR PROPOSAL- WEBSITE DESIGN, DEVELOPMENT AND HOSTING

The Syosset Central School District, hereinafter referred to as the "District", invites proposals from qualified companies, hereinafter referred to as "Vendor", to design, develop, implement and host a website for the District.

In accordance with the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

Brief Description of the District

- Enrollment: 6,500 pupils K-12
- Number of Employees: approximately 1500
- Component District of Nassau BOCES
- Schools: Syosset High School, South Woods Middle School, Baylis Elementary School, Berry Hill Elementary School, Robbins Lane Elementary School, South Grove Elementary School, Village Elementary School, Walt Whitman Elementary School, Willits Elementary School, H.B. Thompson Middle School
- Board of Education: 9 member board of education

1. Purpose

The District requests proposals to design, develop, implement and host the District's website, which includes the main site as well as 10 school sites. This will be a concept to completion project, including migration of data and content from the current site. The purpose of this RFP is to provide a fair evaluation for all candidates and to provide the candidates with the evaluation criteria against which they will be judged.

2. Scope of Services

There is an opportunity to develop a new website that better reflects the District's mission and reputation. The primary objectives are to build and strengthen the relationship with our core audiences (including parents, staff, students, and community members), create awareness and interest in the District and establish the District website as the primary source for all District and/or school related information. The District aims to tell our story through the use of

compelling visuals and consistent messaging, while integrating brand messaging.

Requirements:

1. Able to deliver large amounts of information to a diverse audience that will be constantly updated. The website must present comprehensive information and resources in a user friendly format.
2. Must provide a content management system that will be easy to maintain, with an intuitive interface. Once the site has been completed and accepted by the District, the content will be maintained by District staff. Administration of web content will be based on roles to control access and workflow. Website administrator(s) and editors should have remote access to CMS via the Internet via integrated security.
3. Ability to assign administrators at different levels of authentication, who will then be able to easily update content without accessing code, including adding, modifying and deleting information. Should have an automated problem notification system. Should allow for direct file uploads from Google Drive, Microsoft OneDrive, and other cloud services.
4. Must be ADA compliant (Americans with Disabilities Act), with ADA monitoring and remediation capability. Should follow WCAG 2.0/2.1 standards. Please specify any workflows and supplemental charges for monitoring and maintaining such compliance.
5. Must have a responsive design appropriate for all internet-enabled devices.
6. Ample storage for videos, pictures, and documents with the ability to easily incorporate media files onto the pages within the CMS. Basic inline photo editing capability is a plus.
7. Must have quality translation capabilities whereby a user will be able to translate the website into their preferred language.
8. Must have staff directory, teacher page and calendar capabilities, as well as support direct database connections to external sources.
9. Must have social media integration (Facebook, Twitter, Instagram at a minimum), ideally with push and pull capabilities.
10. All pages must be quick to load and operate. Page load times are expected to be sub-second.
11. Website must have search functionality that is thorough and intuitive.
12. There should be a consistent design for each section of the site, however, each school should have the ability to tailor their individual school sites to reflect their individual identities. Should have ability to push down news items from district site to individual school sites.
13. Provide analytics mechanism to monitor and calculate website usage to help evaluate effectiveness and inform improvements. Google Analytics should be integrated with all pages and key user interactions.
14. Integration with popular programs such as Google Apps, Office 365, student information systems, web-based calendars, etc.
15. A project manager should be assigned to the District and remain with the engagement through the duration of the implementation.
16. Must provide training and support. Technical support needs to be available in the event of technical issues or problems. Online help documentation and

videos should be provided.

17. The District shall retain ownership of any applicable Internet domain names used to access district, school and staff websites. The District shall retain ownership of content.

Hosting options/information:

1. The Vendor will provide all server-related equipment. Maintenance and repair of the hosting server(s), software and applications, and connectivity to the Internet shall be the sole responsibility of the Vendor, including regular data backups and legally required web page archiving. Should the District decide to end the relationship with the Vendor, the Vendor will assist the District in retrieving content from the Vendor's servers.
2. The Vendor proposal should specify how much bandwidth and storage will be allocated for the website and the available room for growth should be defined, if needed. Please state if there is a limit on the number of pages, storage and bandwidth.
3. The Vendor proposal shall provide for ancillary services associated with the conversion of existing web pages and content into the new CMS including, but not limited to, any work necessary to ensure post-installation ADA compliance, and metadata classification of content.
4. The Vendor proposal should specify how often data backups occur and the process for legally required web page archiving.
5. Please describe your technical support.
6. Please describe your data security.
7. Please provide your privacy policy.
8. Please describe your process of returning District data in the event your company is no longer providing hosting services.

3. Requirements for Submittal of a Proposal

All proposals must be submitted in two parts. Part I must consist of responses to the requirements. Part II must consist of the complete contract cost and pricing information. Incomplete submissions will not be considered for award. Proposals should not be excessively long, and should be submitted in a format that permits copying for review. Three (3) copies of each proposal must be submitted. One copy must be titled "ORIGINAL" and all other copies titled "COPY". Each page of the proposal must state the firm submitting the proposal and the page number. All materials submitted in response to this request shall become the property of the District.

There is no express or implied obligation for the District to reimburse responding individuals or firms for any expenses incurred in preparing quotations, attending

pre-quotation conferences, or interview(s) in responding to this request.

PART I-Management and Qualifications

In setting forth its qualifications, each individual or firm submitting a proposal shall:

- A. List five web sites your firm has produced that best reflect your work and relevancy to this project.
- B. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the district.
- C. Provide any other information that might be beneficial to the District.

PART II - Cost

Please include:

- A. Upfront cost for design and hosting based on a template design.
- B. Content Management System subscription for year 1 and out years.
- C. Cost of any add on services, such as ADA compliance mediation and mobile app development.

4. Proposal Submission

Proposals must be clearly labeled and submitted to Gail Knoph, Purchasing Agent, Syosset Central School District, 99 Pell Lane, PO Box 9029, Syosset, NY no later than 2:00 p.m. on July 20, 2018. Proposals submitted after that time and date will not be considered and will be returned to the submitter unopened.

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposals.

5. Evaluation Procedures

A. Review of Proposals

The Public Information Officer will review qualifications of the proposals. Firms with unacceptably low technical qualifications will be eliminated from further considerations.

The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

- Ability of the proposed website content management system to meet the stated requirements
- Competitive total cost that meets all requirements
- Vendor experience and qualifications related to developing and maintaining the content management system
- Vendor references for comparable projects
- Ability to respond quickly to issues that may arise
- Vendor training, support and maintenance offerings

C. Oral Presentation

During the evaluation process, the District may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer and questions that the District may have on a firm's proposal.

D. Final Selection

It is anticipated that a firm will be selected over the summer of 2018. Following notification of the firm selected, it is expected that a contract will be executed between both parties on or about that time. The selected firm must be prepared to begin work immediately.

E. Right to Reject Proposals

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Board of Education and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

F. Term of Contract/Form of Contract

Contract Period: This contract shall be for the 2018-2019 fiscal year, terminating on June 30, 2019, with the option to renew for additional one year periods, not to exceed five (5) years, upon approval of the Board of Education for each year, at its sole discretion.

By submission of a proposal, the proposer understands and agrees that the terms and conditions set forth in the within Request for Proposals shall be incorporated into the form of agreement between the Board of Education and the successful proposer. Said agreement is subject to review and approval of the District's legal counsel.

G. Termination of Contract

Any contract agreed to under this Request for Proposals is subject to termination by either party with thirty (30) days' written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Vendor.

H. Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."** The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

I. Insurance Requirements

a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a "claims-made" basis, the retroactive date must precede the date of the contract.

b. The policy naming the district as an additional insured shall:

- Purchase an insurance policy from an A.M. Best rated "secured" New York State licensed insurer
- Contain a 30-day notice of cancellation
- State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers (provide CG 20 01)
- The District shall be listed as an additional insured by using endorsement CG 2026 or broader with the following modification:

Delete the noted language in Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or*
- 2. Available under the applicable Limits of Insurance shown in the Declarations;*

The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

c. The proposer agrees to indemnify the district for any applicable deductibles and/or self-insured retention

d. Required Insurance:

- **Commercial General Liability Insurance** - \$1,000,000 per occurrence, \$2,000,000 aggregate
- **Automobile Liability** - \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
- **Workers' Compensation and New York State Disability** - Statutory Workers' Compensation, Employers' Liability and New York State Disability Benefits Insurance for all employees
- **Technology/ Errors and Omissions Insurance** - \$5,000,000 per occurrence, \$5,000,000 aggregate inclusive of defense costs for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- **Cyber Liability** \$5,000,000 per claim/\$5,000,000 aggregate including for each of the following: network security/privacy liability, data recovery & Business interruption, privacy regulatory defense & penalties, crisis management and Customer Notification, data Extortion. Coverage shall include GDPR extension. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- **MultiMedia Liability** -\$5,000,000 per occurrence, \$5,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- **Note:** Technology Errors and Omissions, Cyber Liability and MultiMedia Liability policies shall have an appropriate endorsement amending the Insured vs Insured exclusion (if applicable) so as not to impede a claim by "Syosset CSD" for a wrongful act of the vendor. **Excess Insurance** - On a "follow-form" basis, with limits of \$5,000,000 each occurrence and aggregate.

e. Proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The proposer is to provide the District with a certificate of insurance and the policy evidencing the above requirements have been met prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate of the absence of same shall not be deemed a waiver of any and all rights held by the District.

RFP Inquiries:

Any question submitted by an individual or firm regarding this RFP must be directed, in writing, to bids@syossetschools.org by 2 p.m. on July 11, 2018. Written responses will be forwarded to all individuals or firms receiving this RFP by July 13, 2018.

SYOSSET CENTRAL SCHOOL DISTRICT

NON-COLLUSIVE FORM
PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____

Date of Proposal _____

I. General Proposal Certification

The proposer certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Request for Proposals.

II. Non-Collusive Proposal Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966. By submission of this proposal, the proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury:

Non-collusive proposal certification.

(a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(b) A proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being requested for proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such proposal contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The proposer affirms the above statement as true under the penalties of perjury.

Signature of Proposer: _____

Title: _____

Sworn to before me this _____ day of _____, 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor and any assignee or subcontractor and, in the case of a joint proposal, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Proposer/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Proposer/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Proposer/Contractor in default. The School District reserves the right to reject any proposal or request for assignment for a Proposer/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Proposer/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

____ day of _____, 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT

**DECLARATION OF PROPOSER'S INABILITY TO PROVIDE
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Proposers shall complete this form if they cannot certify that the proposer /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the proposer.

Name of the Proposer: _____

Address of Proposer: _____

Has proposer been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate)

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the proposer adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the proposer and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the proposer cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SWORN to before me this

_____ day of _____, 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT

CONFLICT OF INTEREST CERTIFICATION

Name of Contractor _____

Business Address _____

Telephone Number _____

The Contractor above mentioned declares and certifies:

First That the said Contractor is of lawful age and the only one interested in this bid, and that no one other than said Contractor has any interest herein.

Second That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

Third That no member of the Board of Education of the Syosset Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth That said vendor has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

Fifth That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

Sixth The non-collusive bidding certification applies to this bid.

Sworn to before me this

_____ day of _____ 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT
DISCLOSURE FORM

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

1. Does any Syosset Central School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm?_____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Syosset Central School District?_____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the Syosset Central School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND *UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.*

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

