

Coeur d'Alene Public School District 271



Request for Proposals

Website Design + Mobile Application & Mass Notification Tool

RFP Release Date: November 28, 2023

Bidder Questions Due: December 13, 2023, 5:00 p.m. PST

Proposals Due: December 20, 2023, 2:00 p.m. PST

Table of Contents

1. INTRODUCTION AND GENERAL CONDITIONS	3
2. PROCESS INSTRUCTIONS	3
2.1 INTENTION	3
2.2 BIDDER QUALIFICATIONS	3
2.3 BIDDER SECURITY	4
2.4 PROPOSAL QUOTATION	4
2.5 EXCEPTIONS/VARIANCES	4
2.6 PROPOSAL CHANGES OR WITHDRAWAL	4
2.7 PROPOSAL DELIVERY	5
2.8 ANTICIPATED TIMELINE	5
2.9 QUESTIONS	5
3. SPECIFICATIONS/SCOPE OF WORK	6
3.1 REQUIRED WEBSITE DESIGN ELEMENTS	7
3.2 TECHNICAL REQUIREMENTS	7
3.3 WEBSITE TRANSITION PLAN DEVELOPMENT	7
3.4 WEBSITE CAPABILITIES	8
3.5 WEBSITE MAINTENANCE & SUPPORT	9
3.6 MOBILE APPLICATION	10
3.7 MASS NOTIFICATION TOOL	10
3.8 TIMELINE	10
3.9 DELIVERABLES	10
3.10 BUDGET	10
4. SELECTION CRITERIA/SCORING METHODOLOGY	10
4.1 SELECTION PROCESS	11
5. DELIVERY OF SERVICES	12
6. RESERVATION OF RIGHT TO REJECT PROPOSALS	13
7. PROPOSAL AND CONTRACT FORM	14
7.1 BIDDER INFORMATION	14
7.2 PRICING FORM	15
8. PROPOSAL RESPONSE EXCEPTION FORM	16
APPENDIX A: CONTRACT TERMS	17



Coeur d'Alene Public Schools

DISTRICT ADMINISTRATIVE CENTER
1400 N. Northwood Center Court, Coeur d'Alene, ID 83814

OFFICE 208.664.8241
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REQUEST FOR PROPOSALS Website Design + Mobile App & Mass Notification Tools Proposal Deadline: December 20, 2023, 2:00 p.m. PST

1. INTRODUCTION AND GENERAL CONDITIONS

Coeur d'Alene School District 271 (the "District") is seeking proposals from qualified service providers for website design and management and other communication tools, specified in the following sections. The District will accept proposals at the District Administrative Center, 1400 North Northwood Center Court, Coeur d'Alene, Idaho, 83814, on or before 2:00 p.m. Pacific Standard Time (PST) on December 20, 2023. Proposals will be opened at the District Administrative Center at 2 p.m. PST on December 20, 2023. All interested individuals are invited to attend.

PARTICIPATION IN THE BIDDING PROCESS BY QUALIFIED PARTIES SHALL BE DEEMED ACKNOWLEDGEMENT OF RECEIPT OF THE PROCESS AND BIDDING REQUIREMENTS DETAILED HEREIN. THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN CONTAIN THE ENTIRE TERMS OF THE REQUEST FOR PROPOSAL (RFP). ANY AND ALL CHANGES OR ADDITIONS TO THESE SPECIFICATIONS ARE VALID ONLY IF THEY ARE INSERTED INTO THE RFP BY A WRITTEN AMENDMENT AND POSTED TO THE DISTRICT WEBSITE CDASCHOOLS.ORG UNDER [PUBLIC NOTICES - BIDS AND PROPOSALS](#).

2. PROCESS INSTRUCTIONS

2.1 INTENTION

It is the intent of the District to contract with a qualified Bidder for a three-year contract option, with two optional two-year renewals, for website design and development; hosting and management services; and a mobile application and mass notification tool at the District's discretion. To be responsive, Bidders must comply with all District bidding procedures and proposal specifications and requirements as set forth herein. If two (2) qualified responsive Bidders provide the same lowest Total Proposal Cost, the District may select the Successful Bidder at its sole and absolute discretion.

2.2 BIDDER QUALIFICATIONS

Only proposals that comply with all District bidding procedures and specification requirements as set forth herein will be considered. The Successful Bidder must meet or exceed all minimum RFP qualification requirements.

2.3 BIDDER SECURITY

As required by [Idaho Code 67-2806 \(2\)\(d\)](#), all proposals shall contain one of the following forms of Bidder Security in an amount equal to 5% of the Bidder's Total Proposal Cost:

- A. Cashier's check made payable to Coeur d'Alene School District 271;
- B. Certified check made payable to Coeur d'Alene School District 271; or
- C. Bidder's bond executed by a qualified surety company, made payable to Coeur d'Alene School District 271.

Proposals that do not contain the Bidder's security shall be considered non responsive. If the selected Contractor fails to execute the Contract, its Bidder Security amount shall be forfeited to the District. The selected Contractor's Bidder Security will be returned to the Contractor upon successful completion of the Contract or at an earlier time determined solely by the District. Bidder Security checks provided to the District by any Bidder who is not awarded the Contract will be returned to the Bidder. Said checks will be sent to Bidders via certified U.S. mail with return receipt no later than five (5) business days after the Notice of Award is issued to the successful Contractor.

2.4 PROPOSAL QUOTATION

Proposals must be submitted on the Proposal and Contract Form contained herein. Proposal price estimates shall include new (not used) materials, licensing, permits (if applicable), and all handling, preparation, delivery, installation costs (FOB: destination), and any other associated costs required to complete the Contract according to proposal specifications. Prices quoted by Bidders shall reflect the District's tax-exempt status.

All proposals submitted must provide, at a minimum, all requested information in this RFP.

Incomplete proposals shall be cause for rejection or elimination from the selection process.

Each Bidder's response will be reviewed prior to formal evaluation to determine whether the RFP is complete. All information in a Bidder's RFP should be organized as indicated in the proposal specifications. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the request for information contained in this section.

2.5 EXCEPTIONS/VARIANCES

All exceptions or variances to the proposal specifications must be clearly noted in writing by the Bidder on the Proposal Response Exception Form (see Page 16). Failure to do so is cause to reject a proposal. Specific brand names may be given as examples of quality. Bidders should be authorized users or resellers of any equipment proposed.

2.6 PROPOSAL CHANGES OR WITHDRAWAL

All changes and/or erasures shall be made before the designated proposal opening date and time and initialed by the Bidder's authorized representative. Proposals may not be withdrawn after the time set in the notice for opening proposals.

2.7 PROPOSAL DELIVERY

Each Bidder must provide two (2) versions of their proposal - one (1) original hard copy and one (1) electronic copy on a USB flash drive. **Proposals will not be accepted via email or fax.**

Envelopes containing proposals shall be clearly labeled "SEALED PROPOSAL - Website Design, Mobile Application & Mass Notification Tool" and delivered to the District by mail or in-person to the contact below. All proposals are deemed final upon receipt by the District.

Marianne Southwick, Clerk of the Board
Coeur d'Alene School District 271
1400 N. Northwood Center Court
Coeur d'Alene, Idaho 83814

2.8 ANTICIPATED TIMELINE

RFP Issued	November 28, 2023
Deadline for Questions	December 13, 2023, 5:00 p.m., P.S.T.
Deadline to Submit Proposals	December 20, 2023, 2:00 p.m., P.S.T.
Evaluation of Proposals	January 2-5, 2024
Selection of Finalists	January 8, 2024
Vendor Demos (if needed)	January 16-26, 2024
Board Review of Proposal	February 12, 2024, Board of Trustees Meeting
Proposal Results Notification/ Tentative Notice of Proposal Award	February 13, 2024
7-Day Waiting Period Per ID Code	February 14-21, 2024
Notice of Award	February 22, 2024
Work May Begin	March 1, 2024
Project Completion	July 1, 2024

2.9 QUESTIONS

Bidder questions must be submitted by email to the contact below by December 13, 2023 at 5:00 p.m. PST:

Stefany Bales, Director of Community Relations
Coeur d'Alene School District 271
Email: stefany.bales@cdaschools.org

It is the District's practice to provide questions and answers to all interested Bidders via the district's website, cdaschools.org, under About Us > Public Notice > Bids and Proposals, <https://www.cdaschools.org/domain/1113> after the deadline for questions has passed. Any and all changes or additions to these specifications are valid only if they are posted with the RFP by written amendment to the district website cdaschools.org under Bids and Proposals.

Following the official opening of proposals, written requests for further explanation or clarification of submitted proposal items may be sent to any Bidder by the District's Director of Community Relations. Individual questions will be sent only to the Bidder expected to answer. Bidder responses/answers shall be submitted in writing, signed by the Bidder's contact officer, and returned to the Director of Community Relations within five (5) business days of receipt of the questions. Bidder's written answers will become part of the Bidder's Proposal.

3. SPECIFICATIONS/SCOPE OF WORK

Coeur d'Alene School District 271's website must function as a marketing, informational, and transactional tool that supports the following goals:

- A. Provide relevant, clear, and transparent information through streamlined, user-friendly navigation and architecture that allows the District to present content to primary audiences in a compelling, engaging way.
- B. Improve user and administrator experience by ensuring all 18 school sites and other designated subsites are consistent with the main District site.
- C. Standardize and improve school-to-parent communication through a responsive mobile app and mass communication capability integrated within the website's functionality.

The District seeks a professional and experienced service Bidder to provide a visually appealing, user-friendly, and responsive website design for the main website and our 18 school sites that aligns with the District's brand identity and provides an excellent user experience for District stakeholders. At the District's option, this may also include a responsive mobile application (available on Android and iOS) to provide relevant District information to stakeholders, and a mass notification tool for both standard and emergency communications, via text message, email, phone call, and social media. The redesign should include an intuitive and accessible interface that allows users to find information and complete tasks quickly and easily regardless of the device they use. The website should also be easy for District staff to update and maintain.

The ideal vendor will understand public school districts and audiences and will provide solutions to help the District meet its communication and outreach goals. In addition, the District expects the chosen vendor to employ proven and accepted website development standards while maintaining flexibility to easily grow and add new functionality over time and at minimal cost. The design should accommodate subsites that may require unique main navigation but will share overall infrastructure and features with the main District site.

The District has an existing [website](#), as do each of our 18 schools (Figure 1 below). We have one subsite, [Nutrition Services](#), which is managed externally by School Nutrition Network, ISITE Software, LLC. The District would like the option to bring this site into the main District site, provided the new site design can provide online pay and school menu display capability.

The Scope of Work also requires Bidders to provide an implementation plan to transition all current main site and subsite content to the new website(s), as well as an estimate to host, manage, and maintain website functionality and technical support going forward.

In addition to the Bidder and Pricing sheet included in Section 7, proposals should include:

- A. Company background and history, including relevant financial and business ownership information.
- B. Demonstrated and relevant experience and capabilities in website design especially as it relates to the company's previous work with public school districts and stakeholders.
- C. An explanation of how the company incorporates collaboration and flexibility with clients into its work process.

- D. A description of Bidder's staff resources (a list of staff dedicated to this project, titles, and experience).
- E. A portfolio of past projects for three-five similarly-sized districts.
- F. Client references, including three-five similarly-sized districts.
- G. Demo accounts and/or login information to access platforms.

3.1 REQUIRED WEBSITE DESIGN ELEMENTS

- A. Three (3) visually appealing and modern website design options that reflect the District's brand identity and provide an excellent user experience for families, students, staff, and community members.
- B. A navigation structure that is user-friendly and intuitive.
- C. Search function, blog module, contact forms, social media integration, multimedia capability (images, video, etc.), SMS and alert capability, SEO features, website analytics, newsletter module, backup capability, cookie notices, compliance with appropriate ADA/OCR requirements, and security mechanisms.
- D. Design options that are responsive and compatible with multiple devices and browsers.
- E. The latest secure web technologies and best practices.
- F. An effective, user-friendly content management system (CMS) to ensure content updates and management are simple and straight-forward.
- G. Potential add-ons: live chat functionality, calendars, extracurricular/sports management, appointment-booking, online pay, and banner and ad modules.

3.2 TECHNICAL REQUIREMENTS

- A. Provide provisioning of user accounts via Google or Active Directory.
- B. For mass notification, provide integration with Skyward's Student Information System (SIS) to bring in student and parent information. Integrations with other District software such as transportation routing, Nutrition Services, and library management are preferred.
- C. Detail cloud-based, U.S. hosting, with geographic redundancy and capability for peak usage.
- D. List guaranteed uptime with an SLA covering the Bidder's response and restitution in case of an outage.
- E. Provide Distributed Denial of Service (DDoS) protection.
- F. Detail redundant backups and a disaster recovery process.
- G. List data protections according to industry standards.

3.3 WEBSITE TRANSITION PLAN DEVELOPMENT

Create a plan to transition existing content from the District's website and all eighteen (18) school websites to a new website template (see *Figure 1* below).

Website Owner	Site Address
District 271	https://www.cdaschools.org/cda
Atlas Elementary School	https://www.cdaschools.org/Domain/8
Borah Elementary School	https://www.cdaschools.org/Domain/9
Bryan Elementary School	https://www.cdaschools.org/Domain/10

Coeur d'Alene Early Learning Center	https://www.cdaschools.org/Domain/2494
Dalton Elementary School	https://www.cdaschools.org/Domain/13
Fernan STEM Academy	https://www.cdaschools.org/Domain/14
Hayden Meadows Elementary School	https://www.cdaschools.org/Domain/16
Northwest Expedition Academy	https://www.cdaschools.org/Domain/15
Ramsey Magnet School of Science	https://www.cdaschools.org/Domain/20
Skyway Elementary	https://www.cdaschools.org/Domain/21
Sorensen Magnet School of Arts & Humanities	https://www.cdaschools.org/Domain/175
Winton Elementary	https://www.cdaschools.org/Domain/22
Canfield Middle School	https://www.cdaschools.org/Domain/11
Lakes Middle School	https://www.cdaschools.org/Domain/18
Woodland Middle School	https://www.cdaschools.org/Domain/23
Coeur d'Alene High School	https://www.cdaschools.org/Domain/12
Lake City High School	https://www.cdaschools.org/Domain/17
Venture Academy	https://www.cdaschools.org/Domain/19

Figure 1

3.4 WEBSITE CAPABILITIES

- A. **Content Strategy** - The District does not have a comprehensive strategy for developing or governing website content resulting in inconsistent and out-of-date content. RFPs should include content creation as needed, including copywriting, photos, video, graphics, and multimedia elements.
- B. **Website Document Management** - Current District websites contain hundreds of documents (primarily PDFs) dating back several years (contracts, agreements, reports, meeting minutes, financial statements, etc.), many of which are not OCR-compliant. Bidders should provide a solution to this issue, i.e. eliminating, archiving and/or optimizing old content and orphan documents for searchability and accessibility.
- C. **Responsive Design** - The website must automatically detect the screen resolution of any user device and respond with the site view optimized specifically for that screen.
- D. **Media Capability** - Embedded video, social media feeds, and other digital media with associated codes including simultaneous uploads of multiple images and the ability to associate images with specific pages; ability to alter image properties, including width, height, alignment, margins and application of CSS classes from overall website styles; and image accessibility options, including specification of alternate text.
- E. **News Blog & E-Newsletter** - Indicate if blog functionality that posts and categorizes news to display on the main and school sites is possible as well as the ability to easily generate e-newsletters from posts within the website news blog.

- F. **Search Engine Optimization and OCR/ADA Compliance** - Ensure SEO and accessibility throughout.
- G. **Optimized User Experience** - Ensure content is well-structured and organized and all pages interconnect intuitively and effectively, taking users from place to place, helping them easily do what they want to do.
- H. **Cross Posting** - Include *Create Once, Publish Everywhere* (COPE) integration strategy for social media and other tools.
- I. **Internal Search Function** - The website must include a reliable internal search function that searches main and subsite content as well as news, events, and file content (PDFs). Search should be contained exclusively within the District's site and not outsourced to an external page hosted by a search provider such as Google.
- J. **Editing Portal** - Provide modern, user-friendly WYSIWYG-type editing portal for all District sites.
- K. **Prioritize User Navigation** - Employ an explicit hierarchy in primary, secondary, and tertiary menus and on-page breadcrumbs.
- L. **Google Analytics** - Main and all subsites must incorporate Google Analytics to record traffic data.
- M. **Built-In Breadcrumbs** - The CMS should automatically create and update on-page breadcrumbs when content is added, edited, or removed from the site.
- N. **Online Payments** - The website should include customized form capability to accept and process payments through integrated e-commerce functionality with or without the need to connect to a third-party software source.
- O. **Forms** - The website should include an online interactive form tool so users can complete and submit forms on the website (registrations, field trips, contact us, etc.).
- P. **Short URLs** - The system should allow editors to create user-friendly, short URLs.
- Q. **One Template** - Ideally, create one template with functionality to include:
 - Integration of the current external Nutrition Service website into the main District site and provide meal menus on the main and school subsites.
 - Event/family calendars.
 - Daily school announcements on subsites.
 - Sports rosters and game calendars.
 - Online payments.
 - Ability to register for student programs.

3.5 WEBSITE MAINTENANCE & SUPPORT

- A. Provide ongoing technical support and maintenance services to ensure the solution's optimal performance via portal, email or phone.
- B. Outline the process for site deployment tactics to include user testing to validate design and functionality prior to launch and the time and resources required of District staff to

test and proof the website prior to launch.

- C. List locations and primary language of support center(s).
- D. Detail expected response times to District requests for assistance.
- E. Regularly update and patch provided tools to address security vulnerabilities.
- F. Provide a detailed District staff professional development plan for tool management and content updates.
- G. Detailed response plan in an emergency outage scenario such as DDOS, hacks, stolen credentials, etc.

3.6 MOBILE APPLICATION

- A. Provide modern, customized, branded mobile applications for iOS and Android.
- B. Application content should pull from District websites as appropriate but, where possible, should be customized for the best possible mobile experience (app shouldn't be just a shortcut to the web browser).
- C. Allow for personalized information and push notifications.

3.7 MASS NOTIFICATION TOOL

- A. Provide a mass notification tool capable of messaging through email, text, voice calls, social media posts, app notifications, etc.
- B. Should follow *Create Once, Publish Everywhere* (COPE) integration strategy for social media and other tools.
- C. Provide integrations with District tools such as Student Information System (SIS), food service platform, transportation routing software, and library management systems.
- D. Allow for District, school, and classroom-level communication.
- E. Capability for routine and emergency communications and opt-out/opt-in.
- F. Includes a translation tool for users to select their preferred language.

3.8 TIMELINE

Provide an estimated timeline for each phase of the project including design, development, content-creation/rollover, training, and launch, with a July 1, 2024 completion deadline.

3.9 DELIVERABLES

Clearly define expected deliverables, including website design mock-ups, final websites, mobile app, mass notification tool, documentation, and any additional services or assets.

3.10 BUDGET

Provide a detailed breakdown of the cost for each phase or portion of the project, including one-time setup costs and any recurring maintenance and support fees for the website, mobile app, and mass notification tool (See section 7.2). Bidders may provide additional detailed budgetary information if needed.

4. SELECTION CRITERIA/SCORING METHODOLOGY

The District will award the proposal in accordance with Idaho Code to the qualified Bidder deemed most responsive to the District's bidding procedures and specifications. To be

considered responsive, Bidders must comply with the District's bidding procedures and requirements as set forth herein. The District reserves the right to reject all proposals submitted at its sole and absolute discretion.

4.1 SELECTION PROCESS

- A. A selection committee will review and evaluate all proposals.
- B. Finalists may be invited to provide the selection committee with a demonstration.
- C. Final selection will be based on evaluation criteria and the best fit with the District's requirements.

Proposals shall be evaluated on the following criteria:

EVALUATION CRITERIA	WEIGHT PERCENTAGE
Cost All-inclusive fee including implementation, ongoing fees, and training and support costs.	35%
Website Does the design meet all District requirements?	25%
Mobile App Does the mobile app meet all District requirements?	10%
Mass Notification Tool Does the mass notification tool meet all District requirements?	10%
Timeline and Transition Plan Do the timeline and transition plan meet all District requirements?	5%
Technical Support and Training Do the technical support and training components meet all District requirements?	5%
References Did the Bidder provide three-five education industry client references for projects completed in the last five years?	5%
Proposal Quality Did the Bidder follow the Request for Proposal instructions and include all required elements?	5%

Figure 2

Proposals will be scored by the selection committee using the rubric below (Figure 3). If deemed necessary by the selection committee, up to two (2) of the highest-scoring Bidders may be selected to provide a virtual or in-person product demonstration. The selection committee will use each Bidder's RFP response to evaluate and rate the Bidder's ability to meet each requirement using the numerical range detailed as follows:

"Fully Meets" = 5 points > "Partially Meets" = 3 points > "Does Not Meet" = 1 point

"Best Fit for District" = 5 points > "Partial Fit for District" = 3 points > "Worst Fit for District" = 1 point

Proposal costs will be reviewed and compared against one another. Points will be awarded based on a pricing comparison from lowest cost (full points) to median cost (partial points) to highest cost (1 point).

	1 Point-----	2 Points-----	3 Points-----	4 Points-----	5 Points
Total Cost	Highest		Median		Lowest
Website Design	Does not meet specifications		Meets some specifications		Meets all specifications
Mobile App	Does not meet specifications		Meets some specifications		Meets all specifications
Mass Notification Tool	Does not meet specifications		Meets some specifications		Meets all specifications
Timeline & Transition Plan	Incomplete and/or lack of resources		Somewhat complete and/or lack of some resources		Thorough and responsive, many resources available
Support & Training	Does not meet specifications		Meets some specifications		Meets all specifications
References	Less than 3-5 references; poor feedback		3 references; average feedback		5 references; great feedback
Proposal Quality	Low; many missing requirements		Medium; some missing requirements		High; all requirements met

Figure 3

Prior to awarding the selected proposal to the Successful Bidder, it must be reviewed and approved by the District's Board of Trustees. Following the Board's decision to approve, all Bidders who submitted proposals will be notified of the award results. After the tentative award notification to Bidders, there is a 7-day waiting period required by the state. If the District does not receive an objection(s) to the proposal award during the waiting period, the Successful Bidder will receive a confirmed Notice of Award from the District.

The Contract between the District and the Successful Bidder (the "Contractor"), shall consist of the District's Notice of Award, a District purchase order, the Contractor's Contract (if applicable), and this RFP (cumulatively referred to herein as the "Contract").

5. DELIVERY OF SERVICES

Delivery of services can begin March 1, 2024 and be completed by July 1, 2024. Adjusted deadlines may be requested by the Contractor after the proposal is awarded to accommodate unforeseeable setbacks related to coordination with other ongoing projects. Approval of such requests is left to the sole and absolute discretion of the District. In the event the July 1, 2024 deadline cannot be met, an alternate delivery date must be specified on the Proposal and Contract Form (see Page 14) and may be a basis for the District to reject the proposal. All goods and services received are subject to inspection and acceptance by the authorized representative of the Communications Department. The point of contact is Stefany Bales, Director of Community Relations stefany.bales@cdaschools.org.

6. RESERVATION OF RIGHT TO REJECT PROPOSALS

The District reserves the right to reject all proposals, to waive informalities, to accept proposal(s) deemed best overall for the District, to reissue the Request for Proposals, or to take no further action.

7. PROPOSAL AND CONTRACT FORM

**Website Design + Mobile App & Mass Notification Tool
Proposal Deadline: December 20, 2023 at 2:00 p.m., P.S.T.**

WHEREAS, the District has duly asked for proposals for the supply of goods and/or services in accordance with the aforementioned specifications;

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the terms and specifications which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the District transforms the proposal into a contract;

Proposal prices shall include new – not used materials, licensing, permits (if applicable), and all handling, preparation, delivery, and installation costs (FOB: destination) and any other associated costs required to complete the project according to proposal specifications. Proposal prices shall reflect the District’s tax-exempt status. When applicable, in the case of errors in the extension of a unit price, the unit price will prevail.

7.1 BIDDER INFORMATION

Bidder's Company Name	Address
Bidder's Authorized Agent Name (Please print)	
Signature of Authorized Agent	
Date	Phone
Email (Required)	Fax

Please initial as appropriate:

- ____ Yes, Bidder hereby certifies that services will be delivered by the date specified in the proposal documents.
- ____ No, Bidder cannot deliver the services by the date specified in the proposal documents. Alternate delivery date: _____.
- ____ The proposal is complete to the best of my knowledge.
- ____ Bidder's security of 5% of the proposal amount is included.

7.2 PRICING FORM

Three-year Contract with Two Optional, Two-year Renewals

Item	Cost/Fee
Website Design, Hosting, Management	
One-Time Implementation	
Ongoing Support and Maintenance	
Mobile Application	
One-Time Implementation	
Ongoing Support and Maintenance	
Mass Notification Tool	
One-Time Implementation	
Ongoing Support and Maintenance	
One-Time Implementation Cost Total	
Ongoing Fee Total	
Total Proposal Cost	

8. PROPOSAL RESPONSE EXCEPTION FORM

Website Design + Mobile App & Mass Notification Tool
for Coeur d'Alene School District 271
Proposal Deadline: December 20, 2023, 2:00 p.m., P.S.T.

ITEM _____

ITEM _____

ITEM _____

ITEM _____

(You may make extra copies of this form if necessary.)

APPENDIX A: CONTRACT TERMS

A.1 PROPOSALS

1. All proposals must be submitted in writing and in accordance with instructions provided by the District.
2. Proposals received after the time stated in the notice to Bidders will not be considered. Such proposals will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or personal delivery, the Bidder assumes responsibility to ensure their proposal is received by the deadline and at the place specified.
3. General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
4. The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, equipment, and services in complete compliance with the specifications.
5. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
6. In all specifications, the words "or equal" are INCORPORATED BY REFERENCE WITH each item description. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.
7. Prices shall be net.

A.2 INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the District and its Board of Trustees, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Contractor, its agents, servants, employees, persons or entities engaged as independent contractors by the Contractor and suppliers, provided, however, that the Contractor shall not be required to indemnify for the following:

1. Acts or conduct by third parties, other than the District and its Board of Trustees, officers, employees, agents, representatives and volunteers, not under the control of the Contractor, except for persons or entities engaged as independent Contractors by the Contractor; or
2. Acts of intentional misconduct or negligence by the party to be indemnified.

A.3 CONFLICT OF INTEREST

The Contractor hereby represents, covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

A.4 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Idaho. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate

subject matter jurisdiction in the State of Idaho with venue in Kootenai County. The Contractor must be incorporated in the U.S., and any data should be hosted in the U.S.

A.5 STUDENT DATA PRIVACY AND SECURITY

The Contractor agrees to secure student data according to the Idaho Data Accountability Act and District Policy 3575 (available online at <http://go.boarddocs.com/id/cdaps/Board.nsf/goto?open&id=CMLNER5F9DA9>)

A.6 COMPLIANCE WITH DISTRICT/STATE REGULATIONS

The Contractor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District.

The Contractor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Contractor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Contractor shall cause all persons performing work to comply with such modifications.

Pursuant to Idaho Code 67-2346, Contractor agrees that by executing the Bid Response Form, Contractor is certifying that Contractor is not engaged in, and will not engage for the duration of the contract in, any boycott of goods or services from Israel or territories under its control.

Pursuant to Idaho Code 67-2359, Contractor agrees that by executing the Bid Response Form, Contractor is certifying that Contractor is not now owned and will not be owned for the duration of the contract, by the government of China.

A.7 COSTS AND ATTORNEYS' FEES

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

A.8 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Contractor's failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the District dictate.

If the Contractor violates any terms of their proposal, the Contract, school board policy, or any law, the District may procure the goods or services from other sources without such procurement constituting an event of default under the Contract and the District reserves all of its rights and remedies thereunder for such breach. Contractor shall not be entitled to any unearned amounts. In addition, the District has the right to disqualify said Contractor from bidding for a period to be determined at the sole discretion of the District. Proposals from disqualified Bidders will not be accepted during the period of disqualification.

A.9 DIRECTION OF PERFORMANCE

The Contractor agrees to use its best efforts and diligence in mutual good faith to promote the best interest of the District. The District will provide general guidance concerning performance of the duties called for herein. The Contractor shall be exclusively responsible for the management of its employees and equipment in performance of the terms of the Contract.

A.10 SEVERABILITY

In the event that any provision of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

A.11 NON-APPROPRIATIONS CLAUSE

Any Contract resulting from the award of this proposal must contain a non-appropriations clause according to State of Idaho law.