



**Request for Proposal**

**For CMU 2786 Marketing Media Digital Asset Management Solution**



**RFP Issue Date:** December 15, 2023

**Proposal Due Date:** January 19, 2024 11:00 a.m. MST

**Issued By:** Suzanne Ellinwood  
Director of Procurement & Risk Management

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## Section 1: Administrative information

### 1. Issuing Office

This Request for Proposal (RFP) is issued by the Colorado Mesa University (University) Purchasing Department on behalf of the Marketing and Communications Office. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

### 2. Official Means of Communication

During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain E-Purchasing System (RMEPS) website at: <https://www.rockymountainbidsystem.com>. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. **NOTE: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.** The University does not have access or control of the vendor side of the RMEPS site; contact RMEPS directly to resolve any issues encountered prior to response deadline at (800) 835-4603.

The Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. **It is incumbent upon Offerors to carefully and regularly monitor the RMEPS website for any such postings.**

The Purchasing Department will also post communications through the University Open Solicitations website at: <https://www.coloradomesa.edu/procurement-payment/open-solicitations.html>. Information on this website is for reference only; the RMEPS website is the platform of record. It is incumbent that bidders review the University's Solicitation Instructions.

### 3. Purpose

This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

### 4. Definitions

- A. In the following RFP, the term "University" shall be understood to mean "Colorado Mesa University."
- B. In the following RFP, the term "Offeror" shall be understood to mean the individual, company, corporation, or firm formally submitting a response to this RFP and may also be referred to as the "Bidder," "Vendor" or "Contractor."
- C. In the following RFP, the term "Response" shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms "Proposal" and "Bid."

### 5. Scope

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

**6. Schedule of Activities**

RFP Issue Date	December 15, 2023
Written Inquiries Due	January 2, 2024, 11:00am MST
Response to Written Inquiries	January 4, 2024
Proposal Submission Deadline	January 19, 2024 11:00 am MST
Notification of Short-listed Vendors	January 29, 2024 (estimated)
Virtual Demonstration	Week of February 12, 2024
Notice of Award	Week of February 19, 2024 (estimated)
Contract Issued	March 31, 2024 (estimated)

*Please note the dates indicated for demonstration to ensure the presentation team is available in this timeframe for interview.*

**7. Inquiries**

Offerors may make written, email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries.

For this RFP, send all inquiries to Suzanne Ellinwood, Director of Procurement & Risk Management at [sellinwo@coloradomesa.edu](mailto:sellinwo@coloradomesa.edu).

Response to any Offeror's inquiries will be published as a modification on the RMEPS website and the University Open Solicitations website in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

**8. Addendum or Supplement to Request for Proposal**

In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the RMEPS website and the University Open Solicitations website. Bidders shall not rely on any other interpretations, changes, or corrections.

**9. Written Inquiries and Responses**

Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title. Inquiries can be emailed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the RMEPS website and the University Open Solicitations website on the date shown in the Schedule of Activities.

**10. Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

**11. Proposal Submission**

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Bids will be accepted electronically through the RMEPS website. The Vendor Signature Form MUST be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Vendor Signature Form is to be included with the proposal. Proposals which are determined to be at a variance with this requirement will not be accepted.

**12. Acceptance of RFP Terms**

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual

obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

### **13. Bid Opening**

Due to the complexity of this Proposal, information provided at the Bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors' proposals will not be allowed until after the notice of intent to award is posted on the RMEPS website.

### **14. Oral Presentations/Site Visits**

The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror's key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents. Once oral interviews/presentations and/or demonstrations have been completed the University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received. Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

### **15. Protested Solicitations and Awards**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Director. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and University Procurement Rules Section 18: C 1 through 18.C.9.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7-day time period, even if that means it is filed during the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the RMEPS website. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on the RMEPS website.

### **16. Confidential/Proprietary Information**

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked, and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered

confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

### **17. RFP Response Material Ownership**

All material submitted regarding this RFP becomes the property of the University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

### **18. Proposal Prices**

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

### **19. Discussion with Responsible Offerors and Revisions to Proposal**

Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

### **20. Selection of Proposal**

As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee's written recommendation, will notify all Offerors via a posting on the RMEPS website of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

### **21. Award of Contract**

The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the University may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.

### **22. Acceptance of Proposal Content**

The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

### **23. Standard Contract**

The successful bidder will enter into a contract with the University. The state contract contains certain required provisions for doing business with the state of Colorado, labeled "Special Provisions." The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its

proposal a separate page entitled "Exceptions to Contract Terms," setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University's standard contract provisions may result in cancellation of the award. The state contract, including the Special Provisions, is attached electronically as a separate PDF document.

## **24. RFP Cancellation**

The University reserves the right to cancel this Request for Proposal at any time, without penalty.

## **25. Ownership of Contract Products/Services**

Proposals, upon established opening time, become the property of the University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the University unless otherwise noted in the RFP. The contents of the successful Offeror's proposal will become contractual obligations.

## **26. Incurring Costs**

The University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

## **27. Non-Discrimination**

The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

## **28. Rejection of Proposals**

The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University.

## **29. Parent Company**

If an Offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

## **30. News Releases**

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.

## **31. Contract Cancellation**

The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.

## **32. Certification of Independent Price Determination**

- A. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
  1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror 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 Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and



3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the Vendor Signature Form of this proposal certified that:
1. They are the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  2. They are not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
- C. A proposal will not be considered for award where (A)(1), (A)(3), or (2) above has been deleted or modified. Where (A)(2) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

### 33. Conflicts of Interest

The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from their fiduciary duty is liable to the people of the state. Rules of conduct for public officers and state employees:

- A. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached their fiduciary duty.
- B. A public officer or a state employee shall not:
  1. Engage in a substantial financial transaction for their private business purposes with a person whom they inspect, regulate, or supervise in the course of their official duties;
  2. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from their agency;
  3. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or
  4. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which they either have a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
- C. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (4) of subsection (B) of this section if their participation is necessary to the administration of a statute and if they comply with the voluntary disclosure procedures under CRS section 24-18-110.
- D. Paragraph (3) of subsection (B) of this section does not apply to a member of a board, commission, council, or committee if they comply with the voluntary disclosure procedures under CRS 24-18-110 and if they are not a full-time state employee. Reference CRS 24-18-108.

### 34. Taxes

Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales

tax even though the ultimate product or service is provided to the state of Colorado. This sales tax will not be reimbursed by the state.

### **35. Assignment and Delegation**

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

### **36. Availability of Funds**

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University and the state of Colorado.

### **37. Bid Bonds/Security**

If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds \$50,000. If the specifications so state, it may be required for projects of less than \$50,000. Not required for this Bid.

### **38. Contractor's Performance Bond**

Not required for this Solicitation.

### **39. Standard Insurance Requirements**

- A. The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:
  1. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of offeror's employees acting within the course and scope of their employment.
  2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
    - i. \$1,000,000 each occurrence;
    - ii. \$2,000,000 general aggregate;
    - iii. \$2,000,000 products and completed operations aggregate; and
    - iv. \$50,000 any one fire.
  3. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- B. Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.
- D. The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.

- F. The offeror shall provide certificates showing insurance coverage required by this contract to the University within seven business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the offeror shall deliver the state certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the offeror is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act’), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.

#### **40. Independent Contractor Clause**

All personal service contracts must contain the following clause:

“The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker’s compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.”

#### **41. Indemnification**

To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

#### **42. Venue**

The laws of the state of Colorado, U.S.A. shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

## **Section 2: Background, Overview, and Goals**

### **1. Background**

Colorado Mesa University is seeking a Digital Asset Management (DAM) solution for the University to create a central repository for creative and content materials and manage large quantities of digital assets in a single centralized content hub. CMU currently uses local network drives for saving files; Adobe Bridge is used for previewing and finding images, but search functionality is limited. Without robust searching and tagging, staff spend excessive time – sometimes hours each week – just locating digital assets. The network drive has become an unmanaged repository for all creative media with no processes or infrastructure in place for review, approval and optimization of assets prior to library entrance. The University’s photo library currently contains approximately 750,000 files using 8TB of storage, a large portion which may be duplicates or poor quality and not necessary for migration to the DAM.

Still images are the primary focus of DAM. Video is of interest as well and will be assessed for value relative to cost for hosting video assets and performance if working on video assets while hosted in the DAM and not locally. Currently video assets are saved primarily on external hard drives with no good estimate of total storage size.

The CMU Marketing and Communication Office (MarComm) is comprised of 13 full-time employees, 1 part-time employee, 8-12 (intermittent) student employees, plus a varying number of contract photographers and videographers who collect assets for the University. MarComm currently acts as the centralized creative agency for the entire University, including all 13 academic departments and 20+ administrative offices. MarComm is exploring the option of increasing creative services by implementing a process to create, share and approve marketing assets through the use of templates provided by MarComm potentially increasing the number of campus users needing access to the DAM system and integrations with existing software.

Prospective solutions will have additional infrastructure considerations:

- MarComm employees work and access files on both Mac and PC.
- The University is a Microsoft 365 campus.
- Adobe Creative Cloud (Primarily InDesign, Illustrator, Photoshop and Premier)
- Monday.com (Project Management System)
- Cascade by Hannon Hill (Campus Content Management System)
- Canva (Potentially future state)
- The University is contracted with an external advertising agency that will need to access assets and share assets back with the University.

## **2. Overview**

As the needs of the University continue to grow, MarComm needs a robust solution that creates efficiencies within the operation and increases productivity and output, gaining visibility of digital assets where they are needed for all users. A solution shall be presented that frees up staff time to complete more projects and decrease response times. The solution should have fast performance and not hinder creative design waiting for search results and image previews to load; provide a seamless way to share assets with our advertising agency and other entities that require files; and have functionality by which external photographers can share their assets with CMU for review and approval.

The University is interested in related and integrated product solutions that can further increase productivity within the department in consideration with the DAM.

## **3. Goals**

The objective of this RFP is to select a DAM provider that best fits the ongoing content management needs of MarComm. Digital Asset Management solutions shall address the following business goals:

1. Save staff time locating assets.
2. Provide a streamlined workflow for the collection of assets from start to finish: capturing, uploading, reviewing/approving, tagging and distributing.
3. Share assets with internal and external (licensed and non-licensed) users.
4. Track usage of assets by users (preferred).

## Section 3: Statement of Work

1. Describe the following features functionality within your solution.
  - a. Single sign-on.
  - b. On-prem or SaaS solution.
  - c. File types of assets supported.
  - d. Ability to share assets with both users and non-users, internal and external to campus.
  - e. AI facial recognition and how individuals are identified.
  - f. AI metadata/tagging.
  - g. Tracking photo release consent.
  - h. Search experience for logged-in user.
  - i. Search experience for anonymous user.
  
2. Describe process for internal photographers to add assets.
  - a. Are assets saved within a file structure?
  - b. Can tags/metadata be assigned in bulk/batch?
  - c. Are tags/metadata added manually or with AI?
  
3. Describe the process for external photographers to upload.
  - a. Are they required to be a user to upload?
  - b. Do they upload raw or edited assets?
  - c. Does uploading kick off a workflow for approval?
  - d. When/how are assets identified (metadata, tags, facial recognition)?
  
4. Describe how users, access and roles are set in your system.
  - a. Different user types/roles and correlating access/abilities
  - b. Can assets be available based on a user role.
  - c. Can "guests" access specific assets
  
5. Describe implementation process including, average timeline and team investment, how assets are migrated, and support structure during implementation.
  - a. Provide a visual representation of your implementation process and the necessary resources CMU will be required to provide to assist in implementation. Include a sample implementation plan with delivery schedule/timeline of key tasks and identifying roles and responsibilities, Offeror vs. University resources.
  - b. Provide information about the implementation team that will be assigned to the University. If not possible to identify specific individuals at this time, please provide information on the number of individuals, position titles, and key responsibilities.
  - c. Describe the training program provided during implementation, content, method of delivery and material. Price proposal must clearly describe costs associated with training delineating between remote and on-site training.
  - d. Describe the process for migration of data from CMU into the solution.
  
6. Describe your support during and after implementation.
  - a. What support options are available for the solution after go-live?
  - b. What is the guaranteed response time for emergency and non-emergency requests?
  - c. Where is support staff located and what hours is the support team available?
  - d. How is after-hours support provided?

- e. What are the qualifications, expectations and time commitment of University personnel managing your solution? Will CMU require a dedicated platform manager?
7. What technology systems and platforms are your DAM solution capable of integrating with?
    - a. Does the platform integrate with Monday.com? If yes, describe connection and the process of integration.
    - b. Does platform integrate with Adobe Creative Cloud? If yes, describe which program(s), the connection and what that process looks like. If no, describe your recommended system and process for designing marketing materials in connection with the DAM.
    - c. Does the platform integrate with Canva? If yes, describe which program(s), and describe connection and the process of integration.
  8. Describe your software release process including general release schedule, communication of updates, release notes, roadmap features.
    - a. How are features requested by customers? Do user groups/communities have a role in identifying and prioritizing enhancements?
  9. Describe the security protections your solution has in place (encryption, network segmentation, etc.).
    - a. Describe your ability to prevent, detect and respond to intrusions, including processes in place to do so.
  10. Your solution must have a high degree of availability and response time. Describe how you meet this requirement and provide data demonstrating your solution's past performance.
    - a. Describe guaranteed resolution time for critical issues resulting in system downtime.
    - b. How does your solution monitor and report on system reliability and performance?
    - c. How are downtime and service breaches recorded?
    - d. How are fixes and reported issues prioritized?
    - e. Describe how scheduled and unplanned maintenance and downtime notifications are communicated.
  11. If a device is not online, are assets available for offline use?
  12. Describe your process for how your system can manage templates and allow end users to create flyers, posters, social graphics, etc.
  13. Do you have a native mobile app for Apple and/or Android devices for accessing content in the DAM?
    - a. If yes, describe interface. If no, describe process for uploading images taken on a mobile device can be uploaded to the DAM and how assets in the DAM can be downloaded (to be shared on social media platforms, etc) from a mobile device.
  14. As a Colorado state institution, we are dedicated to meeting providing accessible services. Describe how your product meets our minimum standard of accessibility of WCAG levels A and AA.

## Section 4: Offeror's Response Format

- The Offeror must have direct experience providing a Data Asset Management solution. Offeror shall provide documentation illustrating the company as an established DAM provider, with higher education experience, and adequate resources and personnel to perform the work as identified in the Statement of Work.
- Provide an illustrative narrative that defines the qualifications that uniquely position the Offeror as a partner for the University including but not limited to customer base, years in business, and the number of professional staff employed.
- Identify the account representative and key customer service staff that would be assigned to the University if the Offeror is selected.

Provide history and references of at least three (3) clients, highlighting any higher education customers that currently use the proposed solution(s) or services. Provide the organization/institution's name, contact name, position title, address, telephone number, email address, and a description of product and services provided.

- Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, explain the impact to the organizational and operational structure of your existing company.
- Provide any details of past or impending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the University.
- Is your company currently in default of any loan or financing agreement with any bank, financial institution, or other entity? If so, specify the dates, details, circumstances, and prospects for resolution.
- Offeror is asked to list any additional information in this section, not requested as part of this solicitation, which the Offeror believes should be considered in the evaluation of a response.

### Pricing Proposal

An evaluation criterion is the overall cost of the Solution. In addition to software license/subscription costs, cost considerations will be made for hardware/software/services, implementation services, and ongoing maintenance and support.

The successful Offeror will enter into a State of Colorado contract with the University which has an initial one (1) year period with the option to renew for an additional four (4) years (a State of Colorado model contract is attached separately). Detailed pricing must be provided in the bid response which will allow the University to determine the total acquisition cost over a five (5) year contract. Offeror's response must provide detailed pricing in the format do not provide cost as a lump sum. All pricing is to be FOB Destination.

Provide itemized pricing that clearly indicates the timeframe for cost liability over the contract life. Pricing associated as start up shall be indicated to assist the University in evaluating the one-time costs of the contract and the ongoing support costs for years 1 – 5.

Software License/Subscription/Service Fees

- Itemize what is included in the base package of the Solution and the pricing for this base package, including base storage, and bandwidth use fees. Provide menu pricing for all applications and /or modules for determination of implementation within the available budget. All additional modules will be priced for possible future acquisition.
- Any annual licensing, subscription fees, Cloud service fees, third-party service/Cloud platform fees, and support fees shall be provided in detail. Price should be expressed as a fixed annual rate where possible. Annual and support costs shall remain firm as quoted for the contract term.
- Provide detailed pricing for cloud service costs that may fluctuate such as compute, storage, bandwidth fees.
- Implementation, Integration and Training Fees: All personnel costs shall be identified for these services. Pricing shall be the price per day for services if provided; service days shall be the Offeror's proposal of total days required for completion of each service. The sum of cost for each service shall be equal the total proposal days for each service. These costs are required even if you are proposing a fixed fee amount for specific task.

The structure provided in Section 2: Statement of Work shall be used in developing Offeror's response format. Restating the question and providing detailed response in addition to narrative is the preferred format.

## **Section 5: Evaluation Process and Criteria**

### **1. Evaluation Process**

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror's Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating.

### **2. Evaluation Criteria**

1. Qualifications and experience of the Offeror and company's ability to deliver a complete and reliable Data Asset Management solution.
2. The platform is a complete solution that meets or exceeds all key system capabilities as outlined in the RFP
3. The Offeror demonstrates a sound and tested approach to implementing the solution, training users and has a proven track record of good customer service and ongoing support
4. The solution's overall cost, acquisition and ongoing support, over the entire contract period
5. References

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

### **3. Basis of Award**

The technical factors will be assessed based on the soundness of the Offeror's approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the



judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

## **Section 6: Required Submittals**

- All items as requested in the RFP document as outlined in Sections 2 & 3
- Vendor Signature Form
- Offeror's Agreement ie. SLA or EULA

**VENDOR SIGNATURE FORM**

**CMU 2786**

**Marketing Media Digital Asset Management Solution**

Proposals Due: January 19, 2024 Time: 11:00 am MST

Bids will be accepted electronically through the Rocky Mountain ePurchasing System (RMEPS) website at <https://www.rockymountainbidsystem.com>. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. [Note: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.] Colorado Mesa University does not have access or control of the vendor side of the RMEPS website, contact RMEPS directly to resolve any issues encountered prior to response deadline (800) 835-4603.

The Offeror herein noted has carefully examined all components, instructions and requirements of this RFP and proposes to furnish the services described herein. The undersigned hereby agrees to provide a Digital Asset Management solution on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms, and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications, and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that they are a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page **MUST** be signed for proposal to be valid.

**COMPLETE THE FOLLOWING:**

Federal Employer ID No. \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Contact for Clarifications:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**Offeror Acknowledges Receipt of Addendum No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Addendums MUST be acknowledged)**