



**PLEASE NOTE, PURCHASING HAS RELOCATED.
OUR NEW ADDRESS IS LISTED BELOW:**

GARLAND INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT

501 S. Jupiter

Garland, Texas 75042

**REQUEST FOR SEALED PROPOSAL
ON: WEB HOSTING, PROPOSAL #374**

AUGUST 12, 2008

**PLEASE SUBMIT SEALED PROPOSAL NO LATER THAN 10:30 AM LOCAL TIME ON
SEPTEMBER 3, 2008.**

You are invited to submit a sealed proposal to provide Web Hosting to the Garland Independent School District from October 2, 2008 (or date of award) through October 2, 2009 with the District's option to extend the contract through October 2, 2011.

This Request For Proposal includes General Concept, Instructions/General Conditions, Special Terms and Conditions, Deviation Compliance Form and Proposal Form/Specifications. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

Total Pages: 17

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

DELIVERY DATE: _____(or____Days ARO)
-After Receipt of Order-

Company Name

Address

City State Zip

Name Title

Signature

Printed Name Email Address

Telephone # Fax #

Facsimile Purchase Order Accepted___Yes ___No
Bidder prefers printed copy (only)_____ **or**
diskette_____ for future Request For Proposals.

Mark A. Booker

Mark A. Booker
Director of Purchasing

PROCESS OVERVIEW: This section outlines the steps in the procurement process.

- Request for Proposals (RFP) released to potential proposers.
- Deadline for receiving proposals.
- The District reviews all proposals and selects proposals reasonably qualified for selection of award.
- The District and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by GISD's Director of Purchasing and will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.
- Recommendation to District Board of Trustees for contract award.

1. INSTRUCTIONS TO VENDORS

1.1 Submission of Proposals:

1.1.1. For clarification of the specification(s) of this Request For Proposal, bidder may contact:

Tim Fears, Technology Department at 972/487-3661

The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Director of Purchasing.

1.1.2 All addenda will be issued via the district website at www.garlandisd.net/departments/purchasing/currentbids.asp (Current Bid List). All addenda, if required, will be posted on the aforementioned website by August 27, 2008 at 5:00 PM. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses.

1.1.3 Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland I.S.D. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by August 22, 2008, 1:00 PM before Proposal is due. You may submit this information via fax to 972/487-3097 or email to msmccord@garlandisd.net.

1.1.4 PLEASE PROVIDE ONE (1) EXTRA COPY OF RFP! ONE COPY SHALL BE MARKED "ORIGINAL" AND THE OTHER "COPY."

- 1.1.5 Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department

501 S. Jupiter, Garland, Texas 75042. (Follow signs to the “Bid Depository”.)

Proposals submitted via the U. S. Postal Service are to be mailed to:

Garland ISD Purchasing Department

P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all Proposal envelopes as instructed (#1.1.6. below).

Allow sufficient transit time.

****Delivery of Proposal envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department.****

- 1.1.6. Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above). Mark the sealed return envelope in the lower left hand corner as follows:

RFSP #374 - Web Hosting

DUE: September 3, 2008, 10:30 AM Local Time

(Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 AM the first date the district is open to conduct business)

- 1.1.7. Proposals received at the GISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.
- 1.1.8. Oral or telegraphic proposals transmitted via the District’s facsimile machine are not acceptable. Proposals must be submitted to the District in a sealed envelope. **DO NOT FAX YOUR PROPOSAL!**
- 1.1.9. Proposal must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a “mistake in Proposal”, and the Proposal will be rejected as “non-responsive”.
- 1.1.10. Purchases made against this Request For Proposal are for District use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your Proposal.
- 1.1.11. All pages of this Request For Proposal are to be returned with your proposal. It is the vendor’s responsibility to ensure the number of pages received is the same number listed on the front of this document. Vendor shall contact the Purchasing Department if discrepancies exist.
- 1.1.12. All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal.

- 1.1.13. No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.
- 1.1.14. The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request For Proposal marked "NO BID".
- 1.1.15. References - School districts (comparable in size to GISD's A.D.A. of approx. 50,000 students)-preferred, other state agencies, other customers, etc. will be evaluated with regard to the size and scope of product/service as proposed:

<u>Name</u>	<u>Telephone Number</u>
_____	_____
_____	_____
_____	_____

NOTE: Proposers failing to submit at least 2 references may not be considered for award.

- 1.1.16. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities:
- City of Garland
 Mesquite ISD
 Plano ISD
 Carrollton-Farmers Branch ISD
- The Proposer agrees to honor orders for items or services included herein which may be placed by these entities: Yes ____ No ____
- 1.1.17. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? ____ Yes ____ No
- If you (the Vendor) checked yes, the following will apply.
- Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.
- For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address:
<http://www.lisd.net/purchasing/NTEPChomepage1.htm>
- 1.1.18. Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified) and may be exceeded by 25%. The GISD may elect to place several orders during the term of this RFP. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.

- 1.1.19. A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].
- 1.1.20. Vendors desiring a bid tabulation sheet resulting from this Request For Proposal may visit our web site at www.garlandisd.net/departments/purchasing/bidtabulation.asp. The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972/487-3009 and we will forward you a copy via facsimile.
- 1.1.21. Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the GISD Deviation/Compliance Form attached hereto – not on a cover letter, catalog, etc.

1.2. **Award/Evaluation of Proposals**

- 1.2.1. The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the Garland Independent School District.
- 1.2.2. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.
- 1.2.2.1. Will your company accept these credit card purchases? ____Yes ____No
- 1.2.2.2. Does your company utilize level 3 data card processing information? ____Yes ____No
- 1.2.3. The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002.
- 1.2.3.1. Proposer's principal place of business (or main corporate office) is located in ____ (state).
- 1.2.3.2. Proposer's principal place of business is located within the boundaries of the Garland Independent School District. ____ Yes ____ No
- 1.2.4. The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest, unless the proposer states otherwise. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts required by the vendors.

- 1.2.5. The Garland Independent School District may give preference to products made of recycled materials if the products meet applicable specifications and standards and no extra cost is involved. Proposers are requested to assist the GISD in identifying (1) procedures or specifications that discriminate against products made of recycled materials (2) products made of recycled materials, and (3) products that may be recycled after serving their intended use.
- 1.2.6. Proposers offering recycled products are to indicate "Recycled Product" beside applicable item(s) on proposal sheet.
- 1.2.7. Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth in paragraph 1.2.10. below.
- 1.2.8. It is not the policy of the Garland Independent School District to award contracts based solely on 'low bid/proposal'. *The following criteria are used by the Garland ISD to evaluate the overall 'best value':
 1. The purchase price;
 2. The reputation of the vendor and of the vendor's goods or services;
 3. The quality of the vendor's goods or services
 4. The extent to which the goods or services meet the district's needs;
 5. The vendor's past relationship with the district;
 6. The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
 7. The total long-term cost to the district to acquire the vendor's goods and services; &
 8. Any other relevant factor specifically listed in this Request For Proposal.

***Per Texas Education Code, Subchapter B, Sec. 44.031(b)**
- 1.2.9. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Vendor Performance Tracking System (<http://www.tbpc.state.tx.us/stpurch/venvpts.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
- 1.2.10. Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$50,000) at the earliest opportunity following the official opening date.
- 1.2.11. Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request For Proposal.

- 1.2.12. Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department in accordance with 1.1.3. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.
- 1.2.13. Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).
- 1.2.14. The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? _____ Yes _____ No

2. CERTIFICATIONS

- 2.1 By signing this Request For Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
- 2.2 The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.
- 2.3 By signing this Request For Proposal, the proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request For Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of proposer to sign RFP will render RFP null and void.
- 2.4 If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the vendor from signing and submitting a signed proposal.

- 2.5 By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at www.Garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the bid being considered non-responsive.

3. SHIPPING AND DELIVERY

- 3.1. The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.
- 3.2. Pick up and delivery will be made between the hours of 8:00 AM and 2:00 PM Monday through Friday, excluding school holidays.
- 3.3. Contact the warehouse receiving clerk at 972-487-4176 for all deliveries scheduled to the GISD Central Warehouse (Dock B). Purchase Order will provide Ship to address.
- 3.4. Non-palletized freight shall be unloaded inside the Warehouse or School building. Vendor is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Vendor must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.
- 3.5. Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.
- 3.6. Removal of shipping cartons and other shipping debris is the sole responsibility of the successful bidder(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.
- 3.7. Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

4. TERMS AND CONDITIONS

- 4.1 Brands are given as a guide; other brands equal in quality, designs, and workmanship may be proposed. If bidding an alternate brand model, so indicate beside each item. If bidder does not specify alternate brand and model, the brand requested by the District must be furnished. **Vendors may only submit one bid per line item.**
- 4.2 Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as "or equal". Failure to do so will result in the rejection of your proposal.

- 4.3 Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 4.4 Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).
- 4.5 Vendors selected to perform work on Garland Independent School District property will prior to performance of work on site, be required to provide the school or department involved a listing of hazardous materials (materials with applicable Material Safety Data Sheets) to be used, certify that their employees have been properly trained in handling these materials, and certify that they comply with applicable provisions of the Hazard Communications Act. Any changes or additions to the list of hazardous materials must be reported in writing prior to use of the materials on the site. A copy of the initial list as well as changes thereto must also be provided to the GISD Purchasing Department. The correspondence must reflect the applicable purchase order number.
- 4.6 Proposal samples are not required to be submitted with proposals; however, proposers are to be prepared to submit samples within five (5) working days of verbal request (at no charge to the Garland I.S.D.)
- 4.7 Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as if listed in full text. Copies of applicable clauses may be obtained from (or reviewed at) any federal purchasing activity.
- 4.8 Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.
- 4.9 The District and District's representative, without invalidating the contract, may make changes by altering, adding to, or deducting from the Purchase Order; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order from the District and any claim for an addition to the contract sum will not be valid unless so ordered. Changes and amendments will be communicated by faxing a copy of the purchase order utilizing the same PO number and noting a revision number in the header. **IT IS THE VENDOR'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED AS A RESULT OF AN AMENDED PO WILL BE RETURNED AT THE VENDOR'S EXPENSE.**
- 4.10 Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:
- (a) Invoice is received at the address indicated on the purchase order
 - (b) Pricing on the invoice matches the price on the purchase order
 - (c) Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
 - (d) Quantities on the invoice do not exceed those specified on the Purchase Order
 - (e) Unique invoice number used for each billing
 - (f) Merchandise has been shipped

Description of goods and services on the invoice shall match the description on the Purchase Order. **Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the vendor's performance rating.**

- 4.11 Quantities may be increased or decreased at the discretion of the District.
***Quantities listed herein are best estimates only and cannot be guaranteed.**
- 4.12 No smoking or use of any tobacco products is permitted on school property.
- 4.13 This Request For Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request For Proposal or any resulting purchase orders shall be in Dallas County Texas.
- 4.14 In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 4.15 If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.
- 4.16 Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request For Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.
- 4.17 Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.
- 4.18 Funds are not presently available for fiscal year 2008-09 and later (after August 31, 2008). Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request For Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

- 4.19 It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 4.20 Upon request by Garland ISD, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request.
- 4.21 The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request For Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.
- 4.22 The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.
- 4.23 To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee.

- 4.24 Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation.

The proposer must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a proposal that the proposer claims is confidential or proprietary. On demand, the proposer must submit in writing specific detailed reasons, including any relevant legal authority for any claim of confidentiality. The District may reject as non-conforming any proposal that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All proposals and parts of proposals that are not marked as confidential or proprietary will be considered public information after the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked.

In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. Submission of material marked "confidential" or "proprietary" constitutes agreement by the proposer to reimburse the District for all costs incurred by the District in connection with such an Attorney General request, including attorney fees incurred by the District.

Copyrighted proposals are unacceptable and will be disqualified as non-responsive.

FAX NUMBER

Please list deviations below (attach additional sheets, if needed):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

This will be an additional evaluated factor.

Specifications for GISD Web Hosting

Garland Independent School District currently utilizes an outside vendor to host district web pages. These sites are a combination of dynamic and static. GISD is seeking a web hosting company that will work with our current setup and will partner with us as we strive to improve the efficiency and effectiveness of our web presence. The ideal solution will allow maximum flexibility and provide support for future growth and new challenges while creating little or no disruption to current practices nor require site redesign or changes in functionality.

GISD is seeking a managed dedicated web hosting solution comparable or better than our current setup for all current and future district-level sites including the main district website, the Special Events Center site and other district-related sites as needed. Services for our school sites are not required at this time. The school sites are hosted as part of a contracted CMS solution that is not up for renewal. We are also seeking hosting and technical support (hardware, software & services) for our custom email newsletter system.

	Description	Yes	No
Technical Specifications			
Web Server			
1.	Minimum Hardware Requirements	_____	_____
	• 2 x 3.4 GHz Intel Dual-Core Xeon X5272 processors		
	• 4 GB RAM		
	• 2 x 400 GB SATA II Hard Drives		
	• Raid 1 with a 3ware 9650 SE or comparable raid card		
2.	Minimum Software/OS Requirements	_____	_____
	• Windows Server 2003 Enterprise Edition		
	• IIS Version 6.0 (with ASP)		
	• SQL Server 2005 Enterprise Edition		
3.	Storage and Data Throughput Requirements	_____	_____
	• Unlimited Data Transfer – <i>Average 400 GB of transfer monthly</i>		
	• Unlimited Data Storage – <i>45 GB current data amount</i>		
Mail Server Cluster			
1.	Minimum Hardware Requirements	_____	_____
	2 Servers, each with the following hardware requirements:		
	• 2 x 3.4 GHz Intel Dual-Core Xeon X5272 processors		
	• 2 GB RAM		
	• 2 x 400 GB SATA II Hard Drives		
	• Raid 1 with a 3ware 9650 SE or comparable raid card		
2.	Load Balancing	_____	_____
	• Hardware based load balancing for the two mail servers		
3.	Minimum Software/OS Requirements		
	• Linux CentOS or Windows Server 2003 Enterprise Edition	_____	_____
	• QMail or comparable mail transfer agent optimized for sending email	_____	_____
4.	Data Throughput Requirements		
	• Unlimited data transfer – <i>Estimated 2500 GB Monthly Transfer</i>	_____	_____

Specifications for GISD Web Hosting (Page 2)

	Description	Yes	No
Services			
1.	Fully managed web hosting solution including the following:		
	• 24 x 7 x 365 Monitoring and support	_____	_____
	• Monitor event logs on servers	_____	_____
	• Monitor server for availability	_____	_____
	• Daily back up of data – fully managed backup and restore	_____	_____
	• Redundancy – at a minimum, multiple Internet providers through multiple routers, firewalls and core switches, etc.	_____	_____
	• Creating FTP accounts, virtual sites, server directories	_____	_____
	• Moving, reorganizing FTP accounts as needed	_____	_____
	• Assistance with setting up new sites/sub sites	_____	_____
	• General support for ColdFusion including installs and updates	_____	_____
	• Assist as needed with database backups and updates	_____	_____
	• Coordinating with previous hosting company to transfer content to new servers, manage DNS transfers to new host and other tasks that might be required when changing hosting providers	_____	_____
2.	Provide and support management interface		
	• VPN access	_____	_____
	• Remote Desktop Access to servers with full administrative rights	_____	_____
3.	Browser access to automated traffic statistics for all district-level web sites.		
	• Stats should be based on server logs	_____	_____
	• Stats should remain accessible for at least 3 years	_____	_____
4.	DNS hosting	_____	_____
	• www.specialeventscenter.com • www.garlandiscouncilpta.org • www.garlandisdonline.net • www.garlandisdschools.net • others as needed		
5.	Email		
	• Ability to add up to 25 accounts as needed for forms processing and for sending newsletters through the email cluster to the subscribers – <i>currently using 4 accounts</i>	_____	_____
	• Assistance in the event of blacklisting related to the use of our electronic newsletter	_____	_____
	• POP access to all email accounts	_____	_____
	• Provide web based interface to access email accounts	_____	_____
6.	Support		
	• Unlimited Phone and Email support 16x5	_____	_____
	• Provide ongoing support, assistance and consulting to District Web Manager or designee on server and programming concerns related to district sites.	_____	_____
	• Limited programming services as needed for maintenance or minor enhancements to initial set up	_____	_____

Specifications for GISD Web Hosting (Page 3)

	Description	Yes	No
Other Value Added Products			
7. Add-on Server Pricing			
	Windows web server with same specs as above or better as needed for testing, databases or other purposes.	_____	_____
	Future projects might require PHP/Apache or other alternate server configurations and installation of third-party products. Provide configuration and support pricing information for potential alternate scenarios.	_____	_____
8. Custom programming for major enhancements to initial set up or future projects		_____	_____

Garland ISD – RFP Web Hosting- Pricing Form (Page 3)

Item No.	Quantity	Description	Price	Unit Extension
Section One: Website Hosting				
		Website Hosting for district-level sites including web server hardware, software and related services.		
1a		Web Hosting Year One	\$ _____/yr	
1b		Web Hosting Year Two	\$ _____/yr	
1c		Web Hosting Year Three	\$ _____/yr	
		Mail Cluster for Mailing List including mail cluster hardware, software and related services.		
2a		Year One	\$ _____/yr	
2b		Year Two	\$ _____/yr	
2c		Year Three	\$ _____/yr	
Section Two: Additional Unit Pricing				
		Yearly Custom Programming /Additional Services / Major Mail Cluster System Updates		
3a	100	Estimated Hours at Hourly Rate - Year One	\$ _____/hr	\$ _____
3b	100	Estimated Hours at Hourly Rate - Year Two	\$ _____/hr	\$ _____
3c	100	Estimated Hours at Hourly Rate - Year Three	\$ _____/hr	\$ _____
		Add on Pricing for additional Windows Server		
4a		Year One	\$ _____/yr	
4b		Year Two	\$ _____/yr	
4c		Year Three	\$ _____/yr	
		Add on Pricing for alternate configurations and support		
5c		Year One	\$ _____/yr	
5b		Year Two	\$ _____/yr	
5a		Year Three	\$ _____/yr	