

REQUEST FOR QUALIFICATIONS

OUTSOURCING OF WEB ADMINISTRATION

RFQ#11-01

The *Grand Prairie* Board of Education (hereinafter referred to as "The Customer") is seeking Internet Web Hosting solutions as a communications tool for our Grand Prairie Independent School District (GPISD).

The Customer herewith requests proposals for these services as described in the attached specifications from interested persons (hereinafter known as "The Vendor"). The Vendor must submit a RFP for all areas and show an integrated approach with respect to services and support. Prices quoted shall be separated between application and hosting. The customer requests that quotes be itemized with the separation of services. The Customer requires that any proposal include seamless conversion of all existing data. The Customer reserves the right to reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the *GPISD* School Board.

The term of the contract shall be for a period of three (3) years beginning on July 1, 2012, to renewed annually and the contract may be cancelled with sixty days prior written notice. In addition, the district requests pricing for a period of 6 months beginning Jan. 1, 2012 through June 30, 2012

All aspects of this project must comply with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services.

Other information may be made available to interested persons by contacting the Technology Coordinator. Technical Contact and Contract Manager for this RFP is:

Lyle DuBus

Assistant Superintendent of Instructional Delivery

2602 S. Belt Line Rd.

Grand Prairie, TX 75052

972 237-5529

Schedule of Events

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

1. Release of RFP 9/9/2011
2. Deadline for Proposal Submission 10/10/2011
3. Evaluation of Responses 10/11/2011
4. Board of Trustees votes on recommended vendor 10/13/2011

Provide Interactive web hosting solution for the following Locations:

1 Main Site (District Education Center)

3 High Schools

7 Middle Schools, 2 Ninth Grade Centers, 2 Alternative HS (11 sites)

24 Elementary Sites

Basis of Award

In keeping with the guidelines of USAC, this RFP will be awarded to the most cost effective provider. Prices will be the primary factor, but not necessarily the sole factor, in evaluating the RFP's. The customer does not guarantee any award of contract by submitting an RFP.

These factors may be utilized in weighing the RFP responses as follows:

Factor	Weight
Cost	30
Local Similar Size District Projects Completed & Operational	10
School District References	10
Training Support	10
Completeness of hosting solution	15
Long Term Cost to District	10
Software solution	15

Scope of Bid

Provide hosting of district website. Content to be managed by the DISTRICT. DISTRICT also needs a Content Management Solution provided by the vendor. The CMS is not E-Rate eligible and will be 100% paid for by the District; but is considered a necessary part of the function of the website. Vendor must declare what portion of the bid is WEB HOSTING and what portion is CONTENT MANAGEMENT for purposes of declaring the in-eligible portion to the Schools and Libraries E-Rate program. Any initial setup fees or charges for design and implementation must be broken out in separate line items, as they are not eligible for E-Rate funding and are the responsibility of the DISTRICT. Any bid that does not clearly delineate eligible and non-eligible charges will be disqualified.

The district and school sites are currently housed in the district's data center under a Dot Nuke Net server. All hosting and software solutions costs should take into consideration both physical and software conversion fees.

The district desires to initiate an agreement with a single vendor to provide the following services that meets the guidelines for Priority One Services as defined by the School and Libraries Divisions' proposed Eligible Services List for the 2012-2013 Funding year. This program is commonly known as the Federal E-Rate Program.

This contract will be awarded to one vendor as determined to be the **best value** to Grand Prairie Independent School District. Grand Prairie Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.

E-Rate: It is Grand Prairie ISD's intent to submit the contract, or a portion thereof for priority One services (Internal connections and/or Internal Connections Basic Maintenance Categories) that is awarded to the successful vendor to the Federal Communications Commission's (FCC) Universal Service Fund (USF) for E-Rate funding. The Vendor is responsible for cooperating with the District and/or districts' designee on all submittals and information required by the Schools and Libraries Division.

The Vendor shall **invoice Grand Prairie ISD** for the services and equipment delivered to Grand Prairie ISD. Grand Prairie ISD will submit a Form 472, Billed Entity Applicant Reimbursement to USAC for reimbursement from the program. The successful vendor agrees to cooperate with Grand Prairie ISD and/or Grand Prairie ISD's designee in submitting the Form 472.

In the event E-Rate funding is withdrawn, or if qualifications and terms are changed resulting in ineligibility for E-Rate funding, Grand Prairie ISD will have the right without prejudice and penalty to cancel its agreement with the Vendor in whole or in part should it deem necessary.

The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service providers responding to this RFP must be currently registered with the SLD and provide valid SPIN identification in the proposal response. For more information, visit the Schools and Libraries Division Website at: www.sl.universalservice.org

The vendor shall provide services as requested for the period from July 1, 2012 to June 30, 2015. The agreement shall include the option to extend the agreement for two consecutive single-year extensions by mutual agreement between Grand Prairie ISD and the Vendor. Said renewal shall be automatic unless specifically terminated by either party 60 days prior to the termination date. If the contract is renewed, the same terms and conditions shall apply or as otherwise negotiated prior to the renewal. Price may be negotiated to prices below the current pricing by contract amendment only. Prices shall not exceed the current best price provided to the State of Texas Department of Information Resources at any time during the length of contract for educational entities or political subdivisions of the State of Texas

Goals of the district redesign includes, but is not limited to:

- Improving and standardizing the visual branding of all schools
- Improving the visual appearance of each website
- Establishing suitable standards and practices for website content
- Satisfying section 508 accessibility requirements
- Conforming with W3C web coding standards

- Any other priorities the district establishes
- During the redesign process all aspects of the organizations branding will be examined and if necessary redesigned.

Deliverables must address four main areas - website redesign, training, support , hosting.

- Website Redesign must provide standardized layout templates for elementary and middle school websites. These templates must
 - be customizable (colors, logos, fonts) for each school and serve to standardize the look across the district while providing some flexibility for individual expression.
 - creating two (2) template choices for use across all elementary schools
 - one template choice for middle schools, 9th grade centers and alternative schools
 - high school websites and the district main website require a full custom design for optimal results

Each website design must have:

- Professional logo design in vector form (provided by district)
- Color choices
- Font choices
- Color names, RGB and Hexadecimal values

Training outline for transition and maintenance of the sites should be included in proposal. Including training outline.

Hosting solution should be clearly defined with specifics regarding backup, redundancy, up-time, and disaster recovery.

Solution Support should include all available resources for assistance to district users. Also include days of the week/times of phone support and availability of online resources.

Software solution should include but not limited to, detail of user account rights, adding users, details regarding software/data base design and available features including social networking (web 2.0) tools. Description of content management system, image management, and online forms

Proposals should include for review:

Pricing - 3 year and 6 month options, breaking out Web Hosting and Content Management costs

All E-Rate related paper work including SPIN number

3 references from K-12 school districts currently using solution

Training outline

Hosting Outline

Support Outline

Software Outline

District bid pages at end of this packet

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

PROCEDURES FOR SEALED BIDS OR PROPOSALS

1.0.0 GENERAL CONDITIONS

1.1.0 APPLICABILITY - These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.

1.2.0 WITHDRAWAL OF BIDS - Any bid may be withdrawn by the bidder prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the bidder.

1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included in the bid.

1.4.0 BIDDERS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so will result in their being deleted from our bidder list.

1.5.0 GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities; to be the sole and independent judge of quality and suitability of any products offered; and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion.

1.6.0 GPISD will enter into contractual relationships only with those bidders who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority owned or HUB companies are encouraged to compete in providing goods and services to the district. GPISD does not operate under a set-aside program.

1.7.0 Quantities shown are estimates only, based on prior usage. GPISD reserves the right to increase or decrease quantities with the selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent thereto. GPISD will purchase supplies and materials during the bid period as-needed.

1.8.0 DELIVERIES required in this bid shall be freight prepaid, F.O.B. actual destination detailed in specifications, between 7:00 a.m. and 2:00 p.m., inside delivery. Bid prices shall include all freight and delivery charges. Delivery requirements will make it mandatory that the successful bidder schedule an appointment with the Director of Purchasing, or their designee, prior to the shipping any materials.

2.0.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured products,

materials, or equipment.

2.1.0 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

2.2.0 MANUFACTURER'S SPECIFICATIONS (Design Guide), when used by the District, are to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

2.3.0 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "*or equal*" if not inserted *shall be implied*. The specified article or material shall be understood as indicating the type, function; minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. GPISD reserves the right to make final decisions as comparable items. Be very certain that items upon which you bid and deliver are equal to items listed. Materials, which are not equal, will be returned to the bidder, transportation charges collect. Bidder will reimburse GPISD for items returned at invoice cost within 30 days.

2.4.0 WARRANTY CONDITIONS for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder shall be an authorized dealer, distributor or manufacturer for the product. Seller shall not limit or exclude any implied warranties, any attempt to do so shall render this contract void at the option of the Buyer.

2.5.0 GPISD, any of its departments, divisions or campus, is one user and reserves the right to select products and/or supplies from any bid, cooperative agreement such as the General Services Administration or the Department of Information Resources.

3.0.0 EVALUATION OF BIDS, in accordance with Article 2368a.3, Section 5, takes into account the following considerations:

3.0.1 Price;

3.0.2 Quality

3.0.3 Probability of continuous availability;

3.0.4 Bidder's service and date of proposed delivery and placement.

3.0.5 Review of bid is subject to the evaluation of the user department and subsequent recommendation.

3.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.).

3.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the district shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the district, one of the resident bidders shall be selected by the casting of lots.

3.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award

a separate contract to more than one bidder for each item/group/service or to award on contract for the entire bid. All bidders will receive a statement of bid award. Tabulations will be posted on the district Purchasing webpage.

<http://www.gpisd.org/departments/purchasing/bidsproposals.htm>

4.0.0 CONTRACTS

4.1.0 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s).

4.2.0 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.

4.3.0 Buyer's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by the Buyer. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

5.0.0 DISCLOSURES - By signing this bid, a bidder affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the bid submitted, and

5.1.0 affirms that, to the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid. (See NON-COLLUSION STATEMENT)

5.2.0 Upon notification of potential selections for award, the person or entity submitting this bid 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 (See FELONY CONVICTION NOTICE).

5.3.0 BIDDER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the bid. A list of current board members and the superintendent may be reviewed at

<http://www.gpisd.org/gpisd/trustees/index.htm>

5.4.0 The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others and overpricing refunded within 30 days to GPISD, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

5.5.0 In the event of a price decrease to the general trade during the full term of the contract, such decrease must be allowed the District for all configurations and components included in this contract.

6.0.0 CONDUCT WHILE ON DISTRICT PREMISES

6.1.0 Successful bidder or contractor, and all employees, will be required to comply with the same standards applicable to the employees of the GPISD with regard to procedure 18 of the Auxiliary Employee Handbook.

7.0.0 STATEMENT OF QUALIFICATIONS, when required, must include a description of organizational experience, references and capabilities.

7.1.0 *Organizational Experience:* Bidder must describe their qualifications and experience to perform the work described in this invitation.

7.2.0 *References:* Proposals must include at least three references, preferably state and local government organizations where the bidder currently provides the type of services and/or products requested. Reference listings must include organization names, addresses, and contact person and telephone number.

SECTION 8.0.0 – 10.0.0 (SECURITY; BID SECURITY; PAYMENT BONDS; AND INSURANCE) do not apply to this bid.

11.0.0 PRESENTATION OF BIDS: All bids/proposals must be received at the Purchasing Office in a sealed document. No oral, telegraphic, telephonic, or facsimile bids will be accepted. ALL correspondence, including freight bills, packing slips, invoices and statements must reference the district purchase order assigned as a result of this bid.

12.0.0 INTERLOCAL AGREEMENT

The Grand Prairie ISD participates in the Educational Purchasing Cooperative of North Texas (EPCNT) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at

http://www.epcnt.com/Current_members.htm

Governmental entities utilizing Internal Governmental contracts with the EPCNT 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 Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts.



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Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

Note: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)

AUTHORIZED SIGNATURE

DATE

POSITION WITH COMPANY

FELONY CONVICTION NOTIFICATION

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance 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 the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination contract.”

This Notice Is Not Required of a Publicly Held Corporation

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME:

Check the appropriate box and sign the form.

- ☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE:_____

- ☐ My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE:_____

- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: _____

Details of Conviction(s):

AUTHORIZED SIGNATURE:_____

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

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CONFLICT OF INTEREST QUESTIONNAIRE FORM

CIQ Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

