



Independent School District

Central Office
7200 Spring-Cypress Road
Klein, Texas 77379-3299
832.249.4000

Instructional Center
4411 Louetta Road
Spring, Texas 77388-4414
832.249.5000

BID NUMBER 09-813

December 8, 2008

Prospective bidder:

The Klein Independent School District is accepting bids for Student E-Mail Services. Attached is a copy of the bid specifications. All prices are to be prepaid F. O. B. Klein Independent School District. Bids should be submitted to the address below:

Mr. Douglas W. Wilson
Klein Independent School District
7200 Spring-Cypress Road
Klein, TX 77379-3299

Please mark the envelope: **"Sealed Bid-Student E-Mail Services
Bid #09-813"**

Original bid documents will be received until 11:30 am, on January 6, 2009, at which time they will be publicly opened and vendor's names read in room 220 of the central office building. Facsimiles will not be accepted. Any bid received thereafter will not be considered and returned to the vendor unopened. Any changes or request for changes in the specifications will not be recognized after the sealed bids are submitted. Klein Independent School District reserves the right to postpone, to accept or reject any or all bids as it deems to be in its best interest and to waive formalities and reasonable irregularities in bidding. For additional information contact Candace Threadgill at 832-249-4404.

Sincerely,

Douglas W. Wilson

Douglas W. Wilson
Director of Purchasing

KLEIN INDEPENDENT SCHOOL DISTRICT
GENERAL TERMS AND CONDITIONS

1.1.0 Preparation of Bids

- 1.1.1 Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders risk.
- 1.1.2 Each bidder shall furnish the information required on the district's bid form. These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and are 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. Erasures or changes must be initialed by the person signing the bid.
- 1.1.3 Unit price for each unit bid on shall be shown and such price entered in both the unit price and extended price columns of the bid form for each item bid. In case of error in extension of price, the unit price will govern.
- 1.1.4 When specified, bidder must definitely state time of proposed delivery. Time, if stated as a number of days, will include Sundays and holidays.
- 1.1.5 Trade names and numbers where indicated are provided as quality references only.
- 1.1.6 Bids should not include tax; the Klein Independent School District is tax exempt.

1.2.0 Submission of Bids

- 1.2.1 Bids shall be enclosed in sealed envelopes addressed per instructions, with the name and address of the bidder, the title and number of the bid, and the date and hour of opening on the face of the envelope. FAXED bids will not be accepted by the Klein Independent School District.
- 1.2.2 Samples of items, when required, must be submitted within the time specified, and unless otherwise specified, at no expense to the Klein Independent School District. If not destroyed by testing, samples will be returned at bidder's request and expense.
- 1.2.3 In the event that no bid is submitted, the invitation should be returned marked "no bid" unless otherwise specified. Notation should be made as to whether future invitations for this type of supplies or services covered by this invitation are desired.

1.3.0 Withdrawal of Bids

1.3.1 Bids may be withdrawn prior to the time due by written notice only.

1.4.0 Late Bids

1.4.1 Bids and modifications or withdraws thereof received after the time set for opening will not be considered.

1.5.0 Discounts

1.5.1 Prompt-payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.

1.6.0 Design Guides

1.6.1 Where indicated trade names and/or numbers are provided as quality references. Substitutions will be accepted only if the item is of equal or superior quality to the example provided. The Klein Independent School District reserves the right to make this determination and is to be furnished with a sample of any item bid upon request. When bidding items with trade names and/or numbers other than those indicated in the bid specifications, this information and any other data pertinent to the evaluation of the substitution must be provided or the bid will not be considered.

1.7.0 All-or-None Bids

1.7.1 In some instances it is to the advantage of the Klein Independent School District to award the entire bid to one vendor. Please review these materials carefully to determine if this is an "all-or-none" bid. If it is, and you do not complete the entire document, your bid might be totally rejected. Therefore, if you have any questions, please contact the Klein Independent School District Business Officer for Purchasing prior to the submission of your bid.

1.8.0 Texas Hazard Communication Act

1.8.1 Successful bidders must furnish current material safety data sheets for any items containing any element, chemical compound or mixture of elements or compounds that is a physical hazard as defined by Federal regulations.

1.9.0 Award of Bids

- 1.9.1 The bid will be awarded to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Klein Independent School District, price and other factors considered.
- 1.9.2 The Klein Independent School District reserves the right to reject any or all bids and to waive formalities and minor irregularities in bids received.
- 1.9.3 The Klein Independent School District may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. The Klein Independent School District reserves the right to make awards on any item for a quantity greater than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in this bid.
- 1.9.4 Quantities indicated are as accurate as possible; however, the Klein Independent School District reserves the right to purchase lesser amounts than initially estimated based upon the possibility of budget limitations.

1.10.0 Contract

- 1.10.1 Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Business Officer for Purchasing after bids have been awarded. Any additional agreement/contract to be signed by the Klein Independent School District shall be included with the bid.
- 1.10.2 All contracts and agreements between Merchants and the Klein Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

1.11.0 Invoices and Payments

- 1.11.1 Seller shall submit to the Klein Independent School District Account Payable office separate invoices, an original and a duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. Invoices should be mailed, not enclosed with merchandise.

1.12.0 Deliveries

- 1.12.1 Deliveries required in this bid shall be freight prepaid, F.O.B. destination and bid prices shall include all freight and delivery charges unless noted in this bid.
- 1.12.2 Right of inspection: Buyer shall have the right to inspect the goods at delivery before accepting them.

1.13.0 Disclosures

- 1.13.1 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.
- 1.13.2 By signing this bid, a bidder 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.
- 1.13.3 Bidder shall note any and all relationships that might be a conflict of interest and include such information with the bid.

2.0.0 SPECIAL TERMS AND CONDITIONS

- 2.1.0 Sealed bids will be received by the Klein Independent School District until 11:30 am, on January 6, 2009 at which time all bids will be publicly opened and vendor's names read in Room 220 of the Central Office Building, 7200 Spring Cypress Road, Klein, Texas.
- 2.2.0 No guarantees are made regarding actual numbers of items to be purchased.
- 2.3.0 This bid is to be awarded under the Federal E-rate contract. All purchases are contingent upon funding. The option to move forward with this project is at the sole discretion of Klein ISD.
- 2.4.0 This bid is a term contract from July 1, 2009 through June 30, 2010.
- 2.5.0 This bid may be renewed in one (1) year increments for a period of two (2) additional years from the initial award with the mutual consent of the Klein ISD Board of Trustees and the awardee. An extension will not be allowed should any terms or conditions change which are not agreed to by both parties. The Klein ISD Board of Trustees will only consider changes in terms or conditions: (1) at the time of renewal (not during a term); and (2) upon a determination that such changes are necessary due to market conditions and in the best interest of the District. Any such changes must be submitted to Klein ISD with documentation supporting the reason for the changes, attention Purchasing Director, at least thirty (30) days prior to contract termination.
- 2.6.0 In determining to whom to award a contract, the District shall consider the factors listed in Texas Education Code 44.031(b).

3.0.0 Specifications

In choosing an online communication tool for students, Klein ISD requires features that ensure the safety and reliable management of access and content of accounts assigned to students. Klein ISD is requesting pricing for 22,000 accounts for the 2009-2010. Features required in the online tool selected include:

- Web based email
- Automatic content monitoring
- Automatic filtering of incoming and outgoing messages
- Anti-Pornography scanner for images
- Web profile pages
- CIPA compliant with images
- Online file storage
- Filtered message boards
- Free technical support for all users
- SIF compliant
- Virus updates
- POP3 and SMTP access
- Spell check
- Controlled chat
- SPAM guard
- Web base admin functions
- Secure password via SSL
- Can mass import users
- Language translators
- Address groups/distribution lists
- Custom home pages for campuses
- Mail forwarding of mail that is blocked or new
- Access to message headers
- Footer disclaimer for each school
- Blocked messages explained
- Deleted files visible to admin
- Advertising
- Custom domain names
- Guaranteed uptime
- Filtered and managed blog pages
- Storage space for files, public and private such as a digital locker or drop box
- 100 MB or more for individual account size
- No advertising within accounts
- Live tech support
- Professional development available

4.0.0 Pricing

Service Description	Quantity	Unit Cost	Extended Price
Email accounts for students	22,000		

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- Anti-Pornography scanner for images
- Web profile pages
- CIPA compliant with images
- Online file storage
- Filtered message boards
- Free technical support for all users
- SIF compliant
- Virus updates
- POP3 and SMTP access
- Spell check
- Controlled chat
- SPAM guard
- Web base admin functions
- Secure password via SSL
- Can mass import users
- Language translators
- Address groups/distribution lists
- Custom home pages for campuses
- Mail forwarding of mail that is blocked or new
- Access to message headers
- Footer disclaimer for each school
- Blocked messages explained
- Deleted files visible to admin
- Advertising
- Custom domain names
- Guaranteed uptime
- Filtered and managed blog pages
- Storage space for files, public and private such as a digital locker or drop box
- 100 MB or more for individual account size
- No advertising within accounts
- Live tech support
- Professional development available

4.0.0 Pricing

Service Description	Quantity	Unit Cost	Extended Price
Email accounts for students	22,000		

KLEIN INDEPENDENT SCHOOL DISTRICT
AFFIDAVIT OF NON-COLLUSION

By submission of this bid/proposal/quote, the undersigned certifies that:

- A. This bid/proposal/quote has been independently arrived at without collusion with any bidder/proposer or competitor;
- B. This bid/proposal/quote has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder/proposer competitor or potential competitor, prior to the opening of bids/proposals/quotes for this project;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid/proposal/quote;
- D. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder/proposer as well as to any person signing in his behalf.

Company Name

Address

City/State/Zip

Phone Number/Fax Number

Authorized Signature

Print Name/Title

**KLEIN INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Klein Independent School District to determine the residence of its offerors. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder/proposer’ refers to a person who is not a resident.
- (4) ‘Resident bidder/proposer’ refers to a person whose principal place of business is in this state, including contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder/proposer unless the nonresident underbids the lowest bid/proposal submitted by a responsible resident bidder/proposer by an amount that is not less than the amount by which a resident bidder/proposer would be required to underbid the nonresident bidder/proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that

(Name of company bidding/proposer)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder/Proposer or _____ Non-resident Bidder/Proposer

My/Our principal place of business under Section: 225201 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized
Company Representative

Print Name

Title

Date

KLEIN INDEPENDENT SCHOOL DISTRICT

REQUEST FOR COMPETITIVE SEALED BID/PROPOSAL COMPLIANCE FORMS

FELONY CONVICTION NOTIFICATION

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 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 of the contract.

This notice is not required of a publicly held corporation.

I, the undersigned 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.

Name of Proposer: _____
(please type or print)

Name of Company Official: _____
(please type or print)

CHECK THE FOLLOWING APPLICABLE STATEMENT AND SIGN/DATE BELOW:

- _____ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- _____ B. My firm is not owned or operated by anyone who has been convicted of a felony.
- _____ C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual(s): _____

Details of conviction(s): _____

Signature of Authorized Agent

Date

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

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