

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
4800 Preston Park Blvd
4TH Floor, Suite A400
Plano, TX 75093

Request for Proposal 2711
Web Based Application Maintenance and Support
Opening Date: Wednesday, July 26, 2006

Proposals will be accepted in the Purchasing Office at the address listed above, until 2:00 p.m. local time, July 26, 2006. The time/date stamp in the District's Purchasing Department shall be the official time of receipt for all quotes. Any proposal received after the time and date specified or at any other location shall be considered void and unacceptable. Faxed Proposals will not be accepted.

CONTACT INFORMATION: Collin County Community College District is always conscious and extremely appreciative of your time and effort in preparing this offer. All requests for information should be directed in writing to the address above to the attention of:

Debra Morris
Assistant Director of Purchasing
Telephone: 972-758-3852
Facsimile: 972-758-3881
E-mail: dmorris@cccd.edu

PRICES HELD FIRM: Proposals may not be withdrawn for a period of 90 days after opened, unless otherwise stipulated by the offeror in the space provided. The Request for Proposal (RFP) as indicated on the RFP form shall be subject to acceptance for no more than _____ days after opened and prior to award, unless an extension is requested by the District and approved by the offeror.

Name of Offeror: _____

Mailing Address: _____

City, State, Zip: _____

Sales Representative: _____

Telephone Number: _____

E-Mail Address: _____

Fax Number: _____

Delivery Date ARO: _____ /calendar days

Discount for early payment: _____

OFFEROR'S CERTIFICATION: *I, the undersigned, certify that this RFP is made without previous understanding, agreement, or connection with any person, firm, or corporation making an offer for the same materials, and is in all respects fair and without collusion or fraud. I further certify that I am legally empowered to bind the corporation, partnership, or individual owner.*

Manual Signature: _____

Typed Signature/Title: _____

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1.0 GENERAL INSTRUCTIONS

1.1 Definitions:

- 1.1.1 Offeror refers to submitter.
- 1.1.2 Vendor refers to successful offeror or consultant.
- 1.1.3 District refers to Collin County Community College District.
- 1.1.4 Submittal refers to those documents required to be submitted to the District by an offeror.

- 1.2 **Document Familiarity:** At the time of the receipt of submittals each respondent shall be presumed to have read and to be thoroughly familiar with the contract requirements. No plea of ignorance of conditions that exist or may hereafter exist on the site or of difficulties that may be encountered in the execution of the intent of this contract, as a result of failure to make necessary investigations and examinations will be accepted as an excuse for any failure or omission on the part of the respondent to fulfill all the requirements of this contract.
- 1.3 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 1.4 Vendor shall not advertise or publish, without the District's prior approval, the fact that the District has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 1.5 Vendor shall not advertise, publish or otherwise make reference to the existence of a contract between the District and Vendor for purposes of solicitation. As exception, Vendor may refer to the District as an evaluating reference for purposes of establishing a contract with other entities.
- 1.6 **Rejection of Offers:** The District reserves the right to accept or reject any or all proposals, and to award based on the best overall proposal submitted to the District with consideration given to price and capability to perform in accordance with the standard business practices and requirements of the RFP.
- 1.7 Offerors must submit this RFP, their response, all attached forms, and all requested additional information. Failure to comply completely in the manner requested may result in disqualification. All proposals must meet or exceed all defined requirements. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.
- 1.8 District reserves the right to waive any technicalities or informalities in the solicitation process and to negotiate in the best interest of the District.
- 1.9 Any interpretations, corrections and/or changes to this RFP and Specifications or extensions to the opening/receipt date will be made by addenda by the District's Purchasing Department. An addendum will be published and distributed to all offers by mail, e-mail, or fax to all that are known to have received a copy of the RFP and related specifications. However, it shall be the sole responsibility of the offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to insure offeror's receipt of any addenda issued. No questions will be responded to forty-eight (48) hours prior to the opening. Offerors shall acknowledge receipt of all addenda.
- 1.10 Proposals will be received at the location, date, and time stated above. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by offeror as such will be treated as confidential by the District to the extent allowable in the Open Records Act.
- 1.11 The District may make such investigations as it deems necessary to determine the ability of the offeror to provide satisfactory performance in accordance with RFP requirements, and the offeror shall furnish to the District all such information and data for this purpose at the District's request.

Minimum standards for responsible prospective offerors are as follows:

- 1.11.1 Have adequate financial resources, or the ability to obtain such resources.
- 1.11.2 Be able to comply with the required or proposed delivery/completion schedule and project requirements.
- 1.11.3 Have a satisfactory record of performance.
- 1.11.4 Have a satisfactory record of integrity and ethics.
- 1.11.5 Be otherwise qualified and eligible to receive an award.
- 1.11.6 Completeness and thoroughness of proposal submittal.

The District may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

2.0 TERMS OF CONTRACT

- 2.1 The vendor shall not sell, assign, transfer, or convey the resulting contract, in whole or in part, without the written consent of the District.
- 2.2 This proposal and submitted documents, when properly accepted by the District, shall constitute a contract equally binding between the vendor and the District. No different or additional terms will become part of this contract unless made in writing by a Change Order.
- 2.3 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- 2.4 Proposals must comply with all federal, state, county and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.5 Vendor shall defend, indemnify and save harmless the District and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Vendor shall pay any judgment with cost which may be obtained against the District and participating entities growing out of such injury or damages.
- 2.6 This contract shall remain in effect until contract expires, delivery of products and/or completion of project, acceptance of services, or terminated by either party with a thirty (30) days written notice prior to any cancellation, except for breach of contract. Notice of termination must be transmitted via certified mail to the other party's designated representative. Notification must state the reason for cancellation. The District reserves the right to award the cancelled contract to the next most qualified offeror or to purchase the product/service/equipment elsewhere as it deems most advantageous to the District.
- 2.7 The District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default of this contract. The District reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breach of contract or default authorizes the District to purchase the product/service/equipment from the next most qualified offeror or elsewhere, and charge the full increase in cost and handling to the defaulting vendor.
- 2.8 The vendor shall notify the Purchasing Department immediately if completion schedule cannot be met. If delay is foreseen, the vendor shall give a written notice to the Purchasing Department. The District has the right to extend completion time if reason appears valid.
- 2.9 The District may terminate a contract, in whole or in part, whenever the District determines that such

termination is in the best interest of the District, without showing cause, upon giving written notice to the vendor. The District shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid an amount, which exceeds the bid price for the work performed. The vendor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- 2.10 The District will have the authority to disapprove or reject defective work or equipment. If required by the District, the vendor shall promptly, as directed, correct all defective work, replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.
- 2.11 The District reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.
- 2.12 This contract shall be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Collin County, Texas.
- 2.13 **F.O.B.** will be **Destination/Inside Delivery/Installed** as stated on the District's purchase order. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor shall be responsible for all claims against the carrier for all freight and/or drayage damage. The District assumes no liability for goods delivered in damaged or unacceptable conditions. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments/services shall be made/performed to/at the specific locations described in the bid specifications. The vendor shall be responsible for removing all packing and debris, which result from set-up and installation. Owner dumpsters shall not be used for disposal of packing materials and debris.
- 2.14 A purchase order(s) shall be generated by the District to the vendor and the purchase order number must appear on all itemized invoices.
- 2.15 **Invoices:** Unless otherwise notified, two copies of all invoices must be sent to the Accounts Payable Department at the address listed. Invoices must show the item(s) shipped and the purchase order number applicable to the transaction in order to insure prompt payment.
- 2.16 Payment will be made in accordance with Texas Government Code, Subchapter B. Payments and Interest, Chapter 2251.021 (b). Term of Payment is net 45 days after the date the District receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in the space provided on the first page of this request. This will not be considered an evaluation factor in the award of the bid(s).
- 2.17 The District is by statute a **Tax-Exempt** public institution; therefore, the proposal price shall not include taxes.
- 2.18 When unit price differs from extended price, the unit price prevails.
- 2.19 In case of a discrepancy between the product number and the description, the description takes precedence.
- 2.20 When manufacturers are named in this RFP, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the product/service/equipment. The District reserves the right to request a demo of the product for evaluation purposes. In such case the offeror must provide the demo at no charge to the District, and must provide within three days of the request. Failure to provide as requested will disqualify the offeror from further consideration. All materials supplied shall be new, first quality industrial-grade products. Offeror shall be available to meet with the District representatives to discuss proposals within seven (7) days after notification.

- 2.21 The District will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your response is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your response that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code, then such information shall be made available to the requester.
- 2.22 Marking your entire response CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.
- 2.23 The District hereby notifies all Respondents that in regard to any contract entered into pursuant to this RFP; Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit responses and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 2.24 During the period between response submission date and the contract award, Respondents, including their agents and representatives, shall not directly discuss or promote their response with any member of the District Board of Trustees or District staff except in the course of District-sponsored inquiries, briefings, interviews, or presentation, unless requested by the District. This provision is not meant to preclude Respondents from discussing other matters with Board members or District staff. This policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Respondent's response
- 2.25 All software and concepts shall become the property of the District.
- 2.26 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.27 The vendor and the District agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.28 The vendor agrees to protect the District from any claims involving infringements of patents and/or copyrights.
- 2.29 **Price Reduction:** If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the District shall receive such price reduction.
- 2.30 The Board of Trustees has approved funds for payment. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current District fiscal year shall be subject to Board approval.
- 2.31 The initial term of the contract shall be for a period of one (1) year, commencing upon the date of award or date specified and may be renewed for two (2) additional consecutive one-year periods upon mutual agreement and Board approval.
- 2.32 **Cooperative Purchasing:** As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A. of the Government Code, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must have prior written authorization from the District and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring product/service/equipment. The District shall not be held responsible for any orders placed, deliveries made or payment for

product/service/equipment ordered by these entities. Each entity reserves the right to determine their participation in this contract.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

___YES ___NO

- 2.33 Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Purchasing Department of the District 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. A copy of the questionnaire can be found attached to this document.
- 2.34 The District may consider a price re-determination only at the annual anniversary date(s) of the contract. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, etc. The bidders past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The District reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the District.

3.0 INSURANCE

- 3.1 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the District before the commencement of any work:

3.1.1 Workers' Compensation Coverage – Statutory

Worker's Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability Limits. Non-standard worker's compensation programs or self-insured retentions shall be approved by the District prior to award.

3.1.2 Comprehensive General Liability

Bodily Injury:	\$250,000 each occurrence
	\$500,000 aggregate
Property Damage:	\$250,000 each occurrence
	\$500,000 aggregate

Property Damage Liability Insurance shall provide X, C, and U coverage as applicable.

The District shall be named as an additional insured by Endorsement on the vendor's policy as to the subject contract.

3.1.3 Auto Liability to include non-owned and hired:

Bodily Injury:	\$250,000 each person
	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
	\$300,000 aggregate

The District shall be named as an additional insured by Endorsement on the vendor's policy as to the subject contract.

3.1.4 **Employer's Liability:** \$200,000

Items 3.1.2, 3.1.3 and 3.1.4: No deletions/exclusions from standard coverage form allowed without consent of District.

3.1.5 An Employee dishonest Blanket/Coverage or a Janitorial Bond for \$25,000 minimum shall cover the vendor.

3.2 Insurance shall be written by companies acceptable to the District and authorized to do business in State of Texas. The Vendor shall furnish the District certificates evidencing the above-described insurance.

3.3 The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to the District in the event of cancellation.

3.4 A company rated not less than B+VII in the Best's latest published guide shall underwrite the insurance.

3.5 There shall be a hold harmless agreement in which the vendor assumes liability on the contract and holds the School District harmless.

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Texas Local Government Code 2254.004. Award will be based on a point system of 100 total points. Criteria and rating for each are shown below (not necessarily in any priority).

4.2 Proposals will be evaluated based upon the following criteria, weighted as set forth below:

40%	QUALIFICATIONS, SPECIALIZED EXPERIENCE IN WEB APPLICATION SUPPORT AND COMPETENCE OF THE FIRM AND THE ASSIGNED PERSONNEL
30%	COMMUNICATION PROCESSES AND LEVEL OF SUPPORT
20%	DEVELOPMENT PROCESS AND ANY STANDARDS, TESTING AND SPECIFICATIONS THAT MAY BE INCLUDED IN THE SOLUTION
10%	HOURLY RATE ASSOCIATED WITH WEB SUPPORT

This proposal will be awarded to a responsible Vendor, qualified by experience, to provide the work specified. The Vendor shall submit the following information, as an attachment to the RFP:

4.2.1 Firm's Qualifications and Experience (40%)

- a. A descriptive background of your company's history
- b. State your primary line of business
- c. Areas of expertise, general industry experience, and experience in performing the services described in this RFP.
- d. Size and structure of organization
 - Number of permanent full-time employees
 - Number of part-time employees
 - Experience information on key personnel who are to be assigned to the project
- e. State your principal business location and other service locations
- f. State how long you have been selling product(s) and/or providing service(s)
- g. Must have satisfactory record of performance for at least four organizations (preferably two (2) other Community Colleges, Universities or public sector units in Texas) where the staffs identified have performed services as described in this RFP within the last five

years. List and give brief descriptions of these similar products/services/equipment/projects including the locations, dates of contracts, names and addresses of owners.

- h. Must submit references on Reference Form including one (1) from a financial institution with whom the firm has done business.
- i. List of equipment and facilities available to do the work.
- j. Provide a list of other projects that you are currently involved with or will be involved with.

4.2.2 **Communication Process and Level of Support (30%)**

- a. Offeror's Documents (if applicable to any contract resulting from this RFP, such as Service Agreement, Maintenance, Operation Procedure Guide, etc.)
- b. All variances or exceptions must be noted in an attachment to the proposal submittal, which is to be titled "EXCEPTIONS." In submitting a proposal, the offeror affirms acceptance of the complete conditions and specifications of the District's RFP unless otherwise stipulated.
- c. Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements; please include a copy with your proposal.
- d. The offeror's past performance of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.
- e. Provide a schedule beginning with receipt of the District's purchase order and ending with the date of operation. The schedule must include all tasks that will require time in the process, such as District review (identify amount of time assumed for each task).
- f. Be able to comply with the required or proposed maintenance schedule.

4.2.3 **Development Process and any Standards, Testing and Specifications that may be included in the solution (20%)**

- a. Offeror is required to identify all components necessary to meet the District's needs and requirements as explained in this RFP including technical and performance specification, special features of software including compatibility/availability and maintenance.

4.2.4 **Total Proposed Price (10%)**

Detailed costs of the maintenance and possible development services necessary to support the District's current Web Applications. Total cost to render the project complete. Past performance of honoring contracts at the bid price will be an important consideration in the valuation of the lowest and best bid.

Failure to submit the above requested information may be cause for rejection of your proposal.

5.0 **SPECIAL CONDITIONS AND SCOPE OF SERVICES**

5.1 **Intent**

- 5.1.1 The Collin County Community College District is seeking qualifications from interested firms to provide professional web-programming services for a period of one year.
- 5.1.2 Respondents are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- 5.1.3 The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.
- 5.1.4 Respondents are encouraged to demonstrate their experience with similar endeavors during the past two (2) years.
- 5.1.5 Special emphasis will be focused on those responses showing a demonstrated expertise in supporting existing web applications.

5.1.6 It is preferred that the firm hired for these services have an office in the DFW area.

5.2 Existing Web-Application Environment

The District's current in-house web application is referred to as WBA. WBA utilizes Java, JSP and HTML in its design. The current hardware/software environment includes Apache, JRun and MS-SQL Server on Dell PowerEdge 1850's. WBA contains several components: a security module, a database module, access to Employee Pay Stubs, the College's organizational charts, credit class rosters for faculty, distance education course evaluations, placement of course notes in a 3rd party student registration system, and administrative tools. The District also has a Username web application that is connected to the WBA database. The Username application provides certain security information to the student population. The District recently redesigned and redeployed WBA to adhere to best industry standards and practices; it is scalable, maintainable, and reliable.

5.3 Purpose of Required Services

The District is seeking a qualified web-development firm to primarily provide support for the District's current in-house web applications. Secondly, the firm may provide Web Design, Development, Implementation and Support services to the District on an as needed basis for District-approved projects. At the end of the one-year contract period, Respondent's services may be renewed annually for up to two additional, consecutive one-year periods at the District's discretion. For each approved modification request or project, the District requires a user-driven environment adhering to best industry standards, which allows for maintainability, scalability and robustness and is congruent with the District's current in-house web application to encompass future needs of the District.

5.4 Scope of Work

The Respondent who is awarded the contract, based on the factors set forth in the Request for Proposals, shall be required to maintain the District's current in-house web applications.

If projects are approved, the District will request the firm to design and develop web applications according to best industry standards.

The scope of work for each approved project will include two distinct phases. Phase I, the discovery phase, will allow the Respondent, based on a pre-approved fixed rate, to review and analyze the scope and requirements of the project/request. Phase II, the development phase, will be determined through negotiations based on information delivered by the Respondent in Phase I; cost and productions hours will be considered in determining the resulting deliverables in Phase II.

5.5 Project Budget Allocation

Total annual cost will not exceed \$24,000.

5.6 Project Methodology

The primary work effort for each maintenance request or project shall be the responsibility of the developer(s). The developer(s) shall be capable of performing the services in the shortest time possible without sacrificing quality. Respondent(s) shall submit their approach and methodology to accomplish the maintenance of the current web applications.

Respondent(s) shall also submit their approach and methodology for the development of a new project within the current web applications architecture. This portion of the submittal shall include a description of the methodology to be used to complete the project including, but not limited to, how recommendations will be formulated and commitment of adequate, appropriate resources to the project.

5.7 Format for Proposal

- 5.8.1 Executive Summary
- 5.8.2 Technical Section
 - 5.8.2.1 Describe the approach that your firm will employ to familiarize your support staff with CCCCD's current in-house web applications
 - 5.8.2.2 Provide a detail description of your support process including: CCCCD's initial notification of an issue, time period to respond to the issue, time frame for resolution of the issue, escalation procedures
 - 5.8.2.3 Address usability standards and testing
- 5.8.3 Management Section
 - 5.8.3.1 Communication process, include hierarchical reporting structure
- 5.8.4 Budget Section
 - 5.8.4.1 Detail the costs of familiarizing your firm's staff with our in-house web applications
 - 5.8.4.2 Provide an hourly rate for the maintenance of the current in-house web application
 - 5.8.4.3 Provide method and costs to accomplish Phase I of any assigned project
- 5.8.5 Attachments
 - 5.8.5.1 Qualifications and Experience: relevant case histories with information on accessing online demos or examples
 - 5.8.5.2 Professional references
 - 5.8.5.3 Signed Confidentiality/non-disclosure statement

5.9 Staff Resources

- 5.9.1 The point of contact will be Kent Farr, Director of Administrative Programming Services.
- 5.9.2 All technical staff, Administrative Programming Services, will be available for consultation for questions on the existing WBA system and will be contacts for any new proposals.

BID SOLICITATION

Page 1 of 1
Printed: 6/28/2006



Collin County Community College
4800 Preston Park Blvd.
P.O. Box 869055
Plano TX 75086-9055

BID OPENING DATE AND TIME:

7/26/2006 2:00 PM

BID NUMBER:

P-2711

BUYER: Debra Morris

PHONE #: (972) 758 - 3852

DELIVERY REQUIRED: 07/26/2006

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Collin County Community College

Administrative Computing
CENTRAL RECEIVING
2200 W UNIVERSITY DRIVE
MCKINNEY TX 75071-2906

Enter manufacturer product number for all items when bidding other than specified.

Item	Class-Item	Mfgr. Prod. #	Quantity	Unit	Unit Price	Total
1.0	Web Maintenance and Support for WBA Web Based Application		1.00	JOB		
TOTAL:						

NOTE: ALL QUOTES RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM.

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 90 DAYS.

LEAD TIME: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

FAX NUMBER: _____

NAME AND TITLE: _____

DISADVANTAGED AND SMALL BUSINESS STATEMENT

In order to be recognized as a disadvantaged or small business, a respondent must provide the information requested below in accordance with the definitions listed below:

Disadvantaged Business:

A business concern which is 51% owned and operated by individuals who are Black, Hispanic, Asian American, American Indian or Women.

Small Business:

A business concern which is less than 100 employees or less than one million dollars in gross receipts annually.

The undersigned represents and certifies that this organization meets the definition(s), as shown above, for one of the following categories of business:

Small	_____
Black American	_____
Hispanic American	_____
Asian Pacific American	_____
American Indian	_____
Women	_____
Other	_____

Certified by Department of Commerce (check one): Yes No

Certified by Other Agency: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Company Name: _____

DELINQUENT FRANCHISE TAXES FORM

Each corporation contracting with the District shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the undersigned agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED CORPORATION OFFICIAL'S NAME: _____

- A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax; therefore, I am submitting a certified statement to that effect.

Signature of Corporate Official: _____

- B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: _____

- C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Corporation Official: _____

DISCLAIMER

While Collin County Community College District intends to maintain continuous access to this Website, from time to time access to information and/or documents may be interrupted or prevented either because of site problems, user problems or Internet problems. Not all access difficulties can be resolved by the District since some access failures may be due to the type of computer or communication equipment and services employed by the Website user.

To assure maximum access opportunities for users, solicitations shall be posted for a minimum of fourteen (14) days and no addendums shall be made within the last two (2) days before the date an offer is due. Vendors are cautioned that the competitive nature of their offers could be affected if their submissions do not include all addendums. For this reason vendors are advised to revisit all solicitations to which they intend to respond two (2) days prior to the due dates.

It is the vendor(s)' responsibility to check the Website from time to time for updates to opportunities and to pick up additional addendums and information.

[Return to Welcome to Vendor Services Page](#)

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 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 of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, 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.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a publicly-held corporation, therefore, this report requirement is not applicable.

Signature of Company Official : _____

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

Signature of Company Official : _____

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

Name of felon(s): _____

Details of Conviction(s) : _____

Signature of Company Official : _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

REFERENCES

Provide references where similar scope of work as bid specifications was provided.

(REFERENCES MUST BE PROVIDED FOR EACH COMPANY INVOLVED IN THE COMPLETION OF THE JOB)

PROVIDE FOUR (4) REFERENCES FOR YOUR COMPANY.

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

WILL ANY PART OF THE JOB BE OUTSOURCED? ☐ YES ☐ NO
(Indicate which)

☐ **ALL**
(List company providing service)

☐ **ONLY CERTAIN TASKS**
(If response is "only certain tasks" please list specific tasks and what company(s) will be providing service)

TASK	COMPANY
_____	_____
_____	_____
_____	_____
_____	_____

PROVIDE FOUR (4) REFERENCES FOR COMPANY(S) DOING PORTION OF JOB.

NAME OF OUTSOURCE COMPANY: _____
(Reference for that company:

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

NAME OF OUTSOURCE COMPANY: _____
(References for that company)

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

NAME OF OUTSOURCE COMPANY: _____
(Reference for that company)

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

NAME OF OUTSOURCE COMPANY: _____
(Reference for that company)

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

COMPANY NAME _____
ADDRESS: _____
CONTACT: _____
PHONE: _____

The Collin County Community College District is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. In an effort to better serve our customers, the Purchasing Department would appreciate your taking the time to answer the following statement.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID?

Newspaper advertisement.

Do you or does your company subscribe to a newspaper?

_____ Yes _____ No

Trade Publication or Plan Room

Announcement posted on CCCCD Website <http://www.ccccd.edu/>.

Facsimile or email from Demandstar.com.

Are you a member of Demandstar.com?

_____ Yes _____ No

Received a copy from CCCCD Staff member.

Other: _____