

Manchester City Schools

**Web Hosting
RFP 2013-14
Request for Proposal (RFP)**

Relevant Dates

Release of Bid Document

Thursday January 24, 2013

Bid Due Date and Public Opening

Friday February 22, 2013

Manchester City Schools

ATTN: RFP Web Hosting

215 E. Fort St.

Manchester, TN 37355

Award Date

Anticipated March 11, 2013

Delivery Schedule

The Website must be operational by June 30, 2013.

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SECTION 1.0 - Invitation of Bids

Owner: Manchester City School System (MCS)

Project: RFP 2013-2014 Web Hosting

Due Date:

Until **3:00 PM, Central Time, on Friday, February 22, 2013**, the owner will receive proposals for services as herein set forth in the office of Director of Schools. All bids must be received at the below location no later than the date and time specified. The bid opening will be public.

PROPOSALS ARE INVITED FOR THE FOLLOWING:

This Request for Proposal (RFP) documents Manchester City Schools (MCS) requirements for RFP 2013-2014 Web Hosting. This Request for Proposal (RFP) is intended to provide a standard base from which to evaluate vendor's solutions and to allow the vendor flexibility in proposing the most appropriate and cost-effective system. The acceptance of a proposal does not obligate MCS to purchase a system from any vendor.

SECTION 2.0 - General Bid Specifications

To facilitate the evaluation and comparison of bids, we require that all prospective vendors/contractors (vendors) prepare their bids to conform to the guidelines set forth in the following paragraphs.

BID SUBMISSION

All bids must be submitted as defined by MCS. Vendors must return their bids in a sealed envelope. Submission of a bid is a conclusive presumption that the vendor is familiar with the RFP and Specifications and that the vendor understands and agrees to abide by each and all of the stipulations and requirements contained herein. Vendor must return bid intact.

DO NOT DETACH ANY PAPERS OR PAGES FROM THE BID. Each bid should be prepared simply and economically, providing a straightforward concise description of the vendor's approach and ability to meet Manchester City School System needs, as stated in this RFP. All bidders must fill out Appendix B – cost analysis form in order to be considered.

BID FORMAT

To facilitate the comparison of vendor bids, it is **required** that each bid be organized into the following sections:

1. Company background and local branch organization support.
2. Detailed description of equipment and components.
3. Responses to all requirements as specified in this RFP.
4. Specific statements concerning those areas where the bid differs from the specifications should be presented.
5. Completed forms from the APPENDIX section of this RFP.
6. A minimum of five customer references and contacts, schools in Tennessee if possible.
7. Anticipated vendor contact.
8. Additional information may be provided at the vendor's discretion.

BIDS

An authorized officer and/or employee of the company appearing on the RFP must sign the bid. The signature represents binding commitment upon the company to provide such goods and/or services offered to MCS should it be determined the finalist vendor.

BID PREPARATION COSTS

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this RFP, including reasonable product demonstrations.

BID MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at the discretion of MCS. Should any such changes be made, all recipients of the RFP shall receive copies of the text of such changes. Bidders should submit bids that meet the bid specifications. Bids that do not meet specifications must be marked "Alternate" and the deviations from the specifications noted for the bid to receive consideration. Alternate bids will receive greater consideration only if included with a bid that meets specifications.

STANDARD FORMS AND CONTRACTS

Any forms and contracts the vendor proposes to include as part of any agreement resulting from this bid between the vendor and MCS **must** be submitted as part of the bid. Any forms and contracts not submitted as part of the bid and subsequently presented for inclusion may be rejected by the District. This requirement includes, but is not limited to, the following types of forms: licensing agreements, maintenance contracts, and systems support agreements. No contract terms will be accepted that contradict this RFP. It is the bidder's responsibility to resolve all differences contained in their contract with the RFP.

RECEIPT OF BIDS

It is the vendor's responsibility to insure that bids are received by MCS prior to the date and time specified in Section I of this RFP. This responsibility rests entirely with the vendor, notwithstanding delays resulting from postal handling or for any other reasons. Bids shall be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 3:00 p.m. Central Time, Mondays through Fridays, up until the scheduled bid due date and time as specified in Section 1.0. **Late bids and bids not adhering to the above mentioned format will not be accepted.**

AWARD

MCS is under no obligation to accept the lowest bid, however, any bid that is accepted must be considered the lowest responsible bid as required by law. The "Lowest Responsible Bid" is determined by due diligence with consideration to the following:

1. Level of responsibility of vendor.
2. Ability of vendor to perform efficiently.
3. Terms (including cost) that are most beneficial to MCS.

MCS reserves the right to award by item, group of items, or total bid. MCS further reserves the right to reject any or all bids, or to accept any bid in part or reject it in part and to waive any minor informality or irregularity in bids received if it is determined that the best interest of MCS will be served by doing so. MCS shall not be obligated to award a contract solely on the basis of any response made to this Request for Bid, nor does MCS intend to, nor will it be obligated to pay for the information solicited or obtained. MCS retains the right to qualify or disqualify bidders on the basis of available information pertaining to their service and/or the suitability of the goods or services bid. No bid shall be accepted from or contracted to any person who is in arrears to MCS upon debt through contract, or who is the defaulter of security or otherwise upon an obligation to MCS or who shall in other respects be disqualified. The vendor to whom the award is made will be notified at the earliest possible date. The tentative acceptance of the bid and award of the contract will be by a notice in writing and mailed to or delivered at the office of the vendor designated in the bid. **All prices proposed by the vendor must be firm for a minimum of 120 days from the due date of the bid, unless specified otherwise in the Bid Specifications Section of the Bid.**

STATE OF TENNESSEE PURCHASING LAW

All vendors will comply with T.C.A. 12-3-1004 and T.C.A. 12-3-1009. The final contract will include language, "Any and all Tennessee LEA's may purchase from this contract."

(b) (1) Any local education agency (LEA) may purchase equipment under the same terms of a legal bid initiated by any other LEA in Tennessee.

(2) (A) Any LEA may purchase directly from a vendor the same equipment at the same price and under the same terms as provided in a contract for such equipment entered into by any other LEA.

(B) Any LEA which purchases equipment under the provisions of this subsection (b) shall directly handle payment, refunds, returns, and any other communications or requirements involved in the purchase of the equipment without involving the LEA which originated the contract. The

originating LEA shall have no liability or responsibility for any purchases made by another LEA under a contract which the originating LEA negotiated and consummated.

When a LEA purchases from this contract the vendor will make sure Manchester City School System brokers the purchasing agreement between Owner and Purchaser. Ref. *T.C.A. 12-3-1009*

The Purchasing Agreement as well as the Contract will be posted on the Manchester City School System website at <http://manchestercitysch.org>.

QUALIFICATION

The selected vendor shall have a proven track record of performing work of a similar nature to the project described here-in and have successfully completed projects of the type described here-in. The vendor shall submit the names of previous customers as references and include the name of the entity, contact person, telephone number, and a brief project description.

RIGHT TO REQUEST ADDITIONAL INFORMATION

MCS reserves the right to request any additional information that might be deemed necessary after receiving vendors' bids.

WORK REQUIREMENTS

The vendor assumes full responsibility to carefully examine the work requirements before submitting a bid. All bids shall take into consideration all such conditions as may affect the work under this contract. The vendor shall verify all conditions, locations, etc., in order to achieve full understanding of the scope, nature, and character of the work. The submission of a bid automatically implies that the vendor is thoroughly familiar with the work to be performed and Manchester City School System requirements and expectations.

WORKMANSHIP

All work and services provided under this agreement by the vendor shall conform to standard, state-of -art practice for this class and type of work. All services shall be performed in the best and most work-man like manner by personnel skilled in their respective trades. The standards of the work required in all phases of this engagement shall be of such grade as will bring results of "First class" only.

SERVICE & WARRANTY INFORMATION

The vendor shall **fully** describe the terms of the warranty, for both parts and labor, to begin upon the product acceptance, including the following:

1. Customer Service Support
2. Warranty Period Maintenance
3. Extended Warranty
4. License Fees, if any

Information relating to parts availability and service facilities will receive consideration.

SPECIFIC WARRANTY

The warranty period shall start with the installation date, but not later than 60 days from receipt of equipment, or if the installation date cannot be established, with the date of shipment.

EQUIPMENT CONDITIONS

All equipment shall be new and free from corrosion, scratches, or other such defects that affect the functionality or present any other than new appearance.

EQUIPMENT DESIGN

All equipment shall be of current manufacture and design and shall reflect the latest advances in the state of the art to insure against early obsolescence. All equipment shall meet latest OSHA and TN-OSHA standards.

EQUIPMENT STANDARD &/OR EQUIVALENT

Where one certain kind, type, or brand of a manufacturer of equipment or materials is referenced; it is done to indicate the type of equipment desired and to establish the minimum acceptable standard of quality, performance, design, and efficiency. This shall not be construed to mean that the certain type or brand indicated is the only one acceptable.

DOCUMENTATION

Each Contractor shall be responsible for providing thorough, timely documentation on all hardware and software. The documentation shall include but not limited to:

- Equipment description, Equipment make and Model number
- Date installed
- Manufacturer's warranty
- Maintenance contract terms
- Verification of maintenance contract engagement
- Telephone numbers for service and support throughout length of maintenance contract
- Photocopy of original invoice from manufacturer or distribution source listing make and model of equipment and warranty start date
- Invoice must contain all component and unit serial numbers

SHIPPING OF EQUIPMENT

All shipping and insurance costs to and from the site shall be included in the Vendor's bid. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The district shall make no payments to any firm concerning the shipment, installation and delivery of equipment which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment of equipment to MCS and movement of the equipment from insured protective storage areas to the prepared site.

TRAVEL EXPENSES

The bid shall include anticipated travel time and expenses incurred by the vendor during the project.

FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

Every bid shall separately state and set forth therein the amount of any and all Federal or State sales, excise or use taxes included in bid prices. If any such taxes are included in prices bid, MCS reserves the right in making an award to deduct any amount thereof for the payment of which MCS will execute appropriate tax exemption certificates justifying any such tax deductions from bid prices. As a governmental entity, MCS is exempt from taxes of all kinds.

CONTRACT DISPUTES

Any dispute arising out of the contract documents or their interpretation will be litigating only within the courts of the State of Tennessee.

NON-COLLUSION

The bidder and the undersigned certifies that this bid has not been made or prepared in collusion or cooperation with any other bidder, or representative thereof, and the prices, terms, or conditions of the bid

have not been communicated by or on behalf of the bidder to any other bidder or potential bidder and will not be so communicated to any other bidder or potential bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Also, it will be subject to the provisions of the USC Section 1001, relating to the making of false statements.

INDEMNIFICATION

The vendor shall indemnify, save harmless and defend MCS, and each member thereof individual, as their interest may appear, for and from all claims, demands, payments, actions, recoveries, and judgment of every name and description, brought or recovered against them, or either or any of them, for or on account of, any personal injuries or damages to property received or sustained by any person or persons whomsoever, by reason of any act or omission of the said contractor, his agents, servants, or subcontractors in the performance of this work.

CANCELLATION OF CONTRACT

Cancellation of the contract by MCS may be for (a) default of the contractor, (b) lack of further need for the service or commodity, or (c) lack of budgetary funding. Default is defined as the failure of the contractor to fulfill the obligations of the bid, contract, or purchase order. In case of default by the contractor, MCS may immediately cancel the contract or purchase order by providing the contractor with a written notice of such cancellation and beginning the procurement of the articles or services from other sources, and hold the contractor responsible for any excess costs occasioned thereby. In the event MCS no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, MCS may cancel the contract or purchase order, without further liability to MCS, by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

FREEDOM OF INFORMATION ACT

Information submitted in vendor bids becomes public information and as such is subject to public disclosure and review under the Tennessee Freedom of Information Act. Information contained in the vendor's bid, which is company confidential, must be clearly identified in the bid itself.

ADVERTISEMENT

The laws of the State of Tennessee, MCS purchasing policies and the legal advertisement for contractors and purchases, are made a part of any agreement entered into in the same respect as if specifically set forth in that agreement.

COST QUOTATION

MCS requires that bids include firm pricing for equipment, maintenance/licensing agreements, and modifications required to satisfy the RFP. Financing alternatives available from the vendor may be presented. All vendor bids are required to be offered for a term not less than 120 calendar days in duration unless specified otherwise in the Bid Specifications Section of the Bid.

TERMS

No prepayment of any kind will be made prior to shipment. The terms of this contract shall commence upon execution of a purchase order or contract by the authorized parties.

BID FORMS

The APPENDIX section contains various forms that must be prepared and submitted along with the bids. The intent of providing such forms is to ensure comparability between bids.

DELIVERY SITES

Manchester City Schools
215 E. Fort St.
Manchester, TN 37355

SECTION 3.0 - Instructions to Vendors

Responses to this Request for Proposal (RFP) must comply with the instructions that follow. Failure to do so may disqualify a bid response.

TWO COMPLETE COPIES OF PROPOSALS should be returned to the following address:

**Manchester City Schools
215 E. Fort St.
Attn: Mark Howell
Manchester, TN 37355**

All copies of completed proposals are due at the above address no later than **Friday February 22, 2013 3:00 PM**. **Late proposals will not be considered. Facsimile replies will not be considered.** It is the responsibility of the Bidder to confirm that the bid was received on time. Proposals are considered firm for 120 days. Vendors shall respond to all sections and sub sections of the RFP. Preference will be given to the vendor that provides a comprehensive, cost-effective solution for current specifications, future capacity requirements, and ongoing service and support.

Key Decision Criteria

- ***** Pricing offered *****
- **Vendor's strength, services and support**
- **Vendor's ability to fully satisfy each term and condition of the RFP**
- **Overall value the Vendor provides to the District**
- **Financial stability of company**
- **Technical expertise demonstrated and/or available**
- **Customer references**
- **Overall Quality of Products**

Vendors should include any and all documentation to support the above points for evaluation in selecting a vendor. Any other factors arising in the evaluation process not stated above may be used in determining which proposal will be accepted. MCS reserves the right to solicit additional information from the vendors to determine which vendor best meets the needs of Manchester City School System. Proposals and price quotations may be subject to public review after issuance of a final purchase order by the Manchester City School System. Vendors responding to this proposal are cautioned to not include any proprietary information as part of their proposal. Exclusion of entire bid document as proprietary material is expressly prohibited.

Vendors must include a detailed itemized list with itemized pricing for products and their respective configuration add-ons /options. Failure to provide this can result in disqualification of the bid.

SECTION 4.0 – Proposed Manchester City School System Web Hosting Specifications.

Vendors should respond to the specific issues listed below in as much detail as necessary to ensure that the School District fully understands the response. Vendors may answer questions in full written response, or a summary paragraph can be inserted followed by standard product materials documentation attached as an appendix.

Manchester City Schools is looking for a Web Hosting service. This service will allow MCS to interact with the public on the World Wide Web.

The website will consist of 3 schools and the District Office.

4.1 General Scope of Work

Each vendor shall define the services to be offered, how these services would be used to MCS' advantage, and how the vendor will be available to ensure that the Web Hosting provided to the District is a professional high quality solution that works within the District's existing philosophies of Parental Involvement.

The District wishes to select a vendor who will provide web hosting for all district schools and the district office.

Required Specifications:

- Page Management**
 - Content Management System with Drag-and-Drop tools
 - WYSIWYG page Design
 - Page Templates

- Site Management**
 - Easy to use website management

- Class Pages**
 - Teacher / Classroom sites
 - Athletic Sites
 - Posting classroom assignments
 - Building/ Posting online presentations

- Notification**
 - Notification service
 - Sending announcements, newsletters, and site content by email, SMS, and RSS

- Calendars**
 - Advanced calendar and appointment management
 - Integrated School/District Calendars and News Events
 - Calendar available on phones via subscription

- Surveys**
 - Deploying real-time surveys

- **Forms**
 - Building online forms for instant feedback

- **Files**
 - Unlimited storage for students and staff
 - Easy embedding of Documents and Images

- **Security**
 - Extranet and private network with permission controlled content
 - Security Rights Management System (LDAP/AD integration is an option)
 - Usernames work on all sites if LDAP/AD not used

- **E-Mail**
 - (option) Providing email for students

- **Uptime**
 - Secure and dependable web hosting
 - Site must use back up system

- **Support**
 - Technical Support and Training
 - Online chat, E-mail, or phone support

- **Navigation**
 - URL's in the form of www.school.manchestercitysch.org
 - Mobile version of the sites.
 - (option) Smart Phone App

4.3 – Vendor Services

The vendor should quote the cost of setup and training.

SECTION 5.0 - Service, Support, and Warranty

5.0.1 Service

- a. Vendor service personnel must be accessible during normal business hours (10 a.m. – 5 p.m., Central Time).
- b. Telephone engineering support to assist the District with current and future configuration and design support.

5.0.2 Support

- a. Appropriate software tools should be made available to Manchester City School System as well as recovery and/or operating system software.
- b. The vendor is required to provide all documentation in either a printed or electronic copy.

5.0.3 Warranty

- a. Clarify when warranty period begins. (Installation, delivery, final acceptance)
- b. All software and hardware that may be required to correct system anomalies or functional problems within one year from the date of final acceptance must be provided at no cost.
- c. The vendor must provide Manchester City Schools with a complete list of equipment and accessories, which are covered under and maintenance warranties. The vendor should also include methods of contacting product support. The vendor should also include the various levels of support and the processes required to escalate a case if necessary or relevant. Documentation of renewing maintenance contracts will also be required in the vendor's proposal. The vendor is to include the physical location of the technical support call centers; if different levels of support are available the vendor should make certain to include the location of each support level.
- d. The vendor should include the cost of covering all items under a maintenance contract, listing all items separately.

SECTION 5.1 – Service Level Commitments

The vendor should describe the proposed performance measurement environment for each service provided:

1. Define the performance measures the vendor is willing to be monitored against.
2. Detail specific service levels against each performance measure.
3. Describe the proposed methodology for measuring performance against these service levels.
4. Outline the proposed risk sharing structure associated with exceeding or failing to meet the targeted service levels.
5. How do you propose to measure customer satisfaction?
6. Provide a sample service-level agreement

SECTION 6.0 - Installation, Assembly, Shipping, Test, and Acceptance

6.0.1 Installation

- a. The components will be installed and tested in a professional manner by manufacturer trained and qualified personnel prior to shipment. **If installation is requested in Section 4.**
- b. The vendor will be responsible to provide all required installation material. In the case that the successful equipment vendor is different from the installation vendor.

6.0.2 Assembly

- a. The vendor shall install and test all components in accordance with the manufacturer's written policy and guidelines. **If installation is requested in Section 4.**

6.0.3 Shipping

- a. The successful equipment bidder shall deliver equipment to the Manchester City School System on or before the due date specified in the Relevant Dates section of this RFP.
- b. The vendor must supply an expected delivery schedule of all equipment and accessories.

6.0.4 Testing

- a. The vendor shall provide training information necessary for the Network Administrators to manage all equipment in the vendor's proposal.
- b. Onsite training and assistance will receive extra consideration in the evaluation process.
- c. All system hardware and software features and configuration shall be tested and certified in working order within a Windows 7, Windows XP, Mac OS 10.7, IOS 5 or better environment.

6.0.5 Acceptance

- a. Vendor will have final responsibility for all support/warranty services for said systems.
- b. The vendor shall be responsible to provide "as built" documentation and within three weeks from the project completion date.

APPENDIX A - Bid Signature and RFP Compliance Form

The undersigned declares that he/she has carefully examined all the items of the Request for Proposal (RFP) and that he/she fully understands the requirements of the same. Bids shall include installation as specified, and the successful bidder shall obtain all required permits.

Bids to include any shipping charges F.O.B. Manchester, Tennessee.

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Title: _____

Signature: _____

Date: _____

(Person executing bid and official capacity)

RFP Compliance – I have read and fully understand all sections of the RFP. Most specifically I have read the “Proposed Manchester City School **Web Hosting Specifications.**”, Section 4.0 and have proposed equipment that meets all the minimum standards covered. Any deviations from the requirements of this RFP, especially Section 4.0, are clearly identified on a separate attachment to our RFP response and is titled “RFP Response Deviations”.

Title: _____

Signature: _____

Date: _____

APPENDIX B – Cost Analysis Form

In an attached schedule, please breakdown ALL costs involved. This includes up to but not limited to:

- When providing costs, declare whether or not it is E-Rate eligible and what percentage is E-Rate eligible.
- The Total Costs must be broken down to whether it is a one-time charge, or monthly charge. Both totals must also show full charge and charge after E-Rate.
- The winning vendor will accept the discounted price in payment and receive the E-Rate discount directly from USAC.
- The vendor will provide the Item 21.
- All costs not declared in the schedule will be negotiated later and may cause the contract to be voided.

APPENDIX C - Vendor Background Questionnaire

Please provide your E-Rate SPIN number: _____

Do any Districts in Tennessee currently use this system? Yes / No

If Yes, which Districts:

Is your company an equal opportunity employer?

Yes: _____ No: _____

Does your company have any family or business relationships with MCS Board members?

____ Yes or ____ No. If yes, please explain

Do you have a toll free support line?

Yes: _____ No: _____

Do you maintain a 24 X 7 call in center for problems?

Yes: _____ No: _____

What is your average response time (hours) for a telephone response to an initial service call?

What is your guaranteed maximum response time (hours)? _____

Please list any special capabilities or qualifications that you would like considered in evaluating your company.
