

Anderson County Government

Request for Proposal (Formal)

Pamela Cotham, Purchasing Agent
100 North Main Street, Courthouse, Rooms 214 and 218
Clinton, Tennessee 37716
(865) 457-6251
purchasing@andersontn.org
(865) 457-6252 Fax

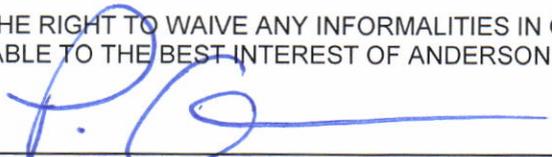
Bid No.: 4586

Date Issued: May 1, 2015

**Bids will be received until
2:30 p.m. Eastern Time on May 21, 2015**

Sealed bids subject to the **General Terms and Conditions** of this Formal Invitation to Bid, and any other data attached or incorporated by reference. Bids will be received in the Office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE TO THE BEST INTEREST OF ANDERSON COUNTY.



Pamela Cotham, Anderson County Purchasing Agent

| <u>Services or Supplies</u> |
|---|
| <u>District Web Hosting</u> – Anderson County Schools, Clinton, TN |
| All vendors must submit one original and two (2) full paper copies of all proposals; and brochures if available. |
| <i>Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.</i> |

**Anderson County Schools
District Web Hosting
RFP # 4586**

Section A. Procedures

1. Purpose/ Objective

Anderson County School is looking for a website hosting and creation vendor to host, create, and support our district and school websites. The successful vendor must be able to support the district with all issues within a one (1) hour period, including any and all down time.

2. Bid Envelopes

Bids will be addressed and submitted in accordance with the instructions. The words "District Web Hosting, Bid #4586", and bid opening date shall be stated on the front of the bid envelope.

It shall be the responsibility of the bidder to assure that their proposal arrives at the location and time indicated. Late proposals, facsimile, or telephone bids will not be considered. No exception.

3. Contract Terms

The winning bidder must agree that their prices will remain as quoted (or less) for the period of July 1, 2015 through June 30, 2016 and with the option to renew for an additional (5) five years, pending County Commission approval.

All items in this Request for Proposals must be included with the Proposal. By submitting a proposal the proposer agrees that this request and the proposer's written material submitted in response will be included as part of the Contract.

4. Inquiries

Questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designee at purchasing@andersontn.org no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

All Proposals must be plainly marked, "**Web Hosting and Web Creations, RFP # 4586.**" Proposers must submit an original and two (2) copies of the Proposal. No faxed Proposals will be accepted. Proposals received after the appointed date and time will not be opened nor returned.

Section B Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification. This proposal is **NOT** part of the E-Rate program.

1. Compliance With All Laws

Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2. Governing Law

This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Anderson County, Tennessee. The Courts of Anderson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

3. Business Licenses

Proposers are required to have a current Anderson County business license at the time the proposals are submitted. Proposals from vendors without a current business license may be disqualified. If the proposer is an out of county vendor it is the proposer's responsibility to determine if an Anderson County Business License is required.

4. Indemnification/Hold Harmless

- a. Contractor shall indemnify, defend, save and hold harmless Anderson County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of contractor, its subcontractors, suppliers, agents or employees.
- b. In addition to the liability imposed on the Contractor on account of damage to property or personal injury, including death, arising through operations under this Contract, the Contractor agrees to indemnify the County against any expense, liability or payment damage for property or personal injury, including death and injuries to the Contractor's employees, caused or in any manner arising from operations hereunder, including the use by the Contractor of equipment or facilities furnished by Anderson County.
- c. All collected products shall become the liability of the vendor immediately upon the vendor's handling of collected products and continuing thereafter.

- d. Contractor must agree to indemnify, defend and hold Anderson County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to the costs of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable State law.

5. Method of Source

Awards, if made, will be made to the responsible vendor whose proposal is most advantageous to Anderson County, taking into consideration price and the other factors set forth in this Request for Proposals. It is our goal to select only one successful vendor.

Anderson County may, as it deems necessary, conduct discussions with responsible vendors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Anderson County, may request additional assurances, in writing, if necessary during this discussion period. **Failure to abide by the conditions outlined in this Request for Proposal will result in termination of business with successful vendor.** If this situation does occur, Anderson County will re-open negotiations with the second place vendor selected during the formal closed bidding process.

6. Minimum Criteria

Anderson County will use the following to determine the “Responsibility” of each vendor. It is the vendor’s responsibility to supply this information to Anderson County Schools.

- 1) Does the vendor possess the ability, capacity, skill, and financial resources to provide the service?
- 2) Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- 3) Does the vendor have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- 4) Has the Vendor performed satisfactorily in previous contracts of similar size and scope?

7. Please include in your proposal, response to the following items:

1. Down time issues
2. Unlimited storage space for all websites
3. Ease of up-date and website creation
4. Teacher website are expected to be included in the package price, should Anderson County School decide to use them.

5. It is important to have Apple applications available to Anderson County School, should we decide to use them
6. Anderson County School expects to be assigned a project manager to support Anderson County School specifically.
7. Re-Occurring costs for future years (if both parties agree to continue the service) of service must be outlined in the proposal.
9. Include app for on-line registration for staff development activities.
10. This proposal should include the district site, all 20 school sites, and sites for all teachers.

Section C. Evaluation of Proposals

Anderson County will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. Therefore, Vendors should exercise particular care in reviewing the Proposal Format required for this Request for Proposal.

At this point, Anderson County School may request presentations by Vendors, and carry out contract negotiations for the purpose of obtaining best and final offers. Anderson County reserves the right to withdraw this Request for Proposal at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by Anderson County or a submission of a County bestows no rights upon the Vendor nor obligates Anderson County in any manner.

Anderson County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Anderson County. Any such waiver shall neither modify any remaining Request for Proposal requirements nor excuse the Vendor from full compliance with the Request for Proposal specifications and other contract requirements if the Vendor is awarded the Contract.

1. Rejection of Proposals

Anderson County reserves the right to accept or reject in whole or in part any or all proposals submitted. Anderson County shall reject the proposal of any Vendor that is determined to be non-responsive. The unreasonable failure of a Vendor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility. Anderson County reserves the right to reject all proposals.

Failure to abide by the conditions outlined in this Request for Proposal will result in termination of business with successful vendor.

2. Acceptance of Proposals

Anderson County shall accept all proposals that are submitted properly. However, Anderson County reserves the right to request clarifications to proposals.

3. Proposal Evaluation and Points

Proposals will be evaluated by The Office of Technology of Anderson County Schools and the Purchasing Agent. Documents also may be examined by other agencies and consultants of the Government.

All acceptable proposals will be evaluated and ranked (from highest score to lowest score). The top ranked vendor will be eligible to enter into a contract with Anderson County. The factors to be considered in the evaluation are listed below.

4. Award Criteria

Anderson County intends to award this contract to the responsible Bidder or multiple Bidders whose proposal is most advantageous to the Anderson County Government, taking into consideration price and the other factors set forth in this RFP. Anderson County reserves the right to withdraw this Request for Proposal at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Anderson County reserves the right not to award this bid.

| Description | Points |
|--|------------------|
| Vendor Qualifications and Working History | 15 Points |
| Vendor Experience - Three (3) References from an education environment is required with each proposal. (Including Name, Phone Number and e-mail.) | 15 Points |
| Vendor's Solution including webhosting back-up plans / procedures and ease of website update procedures. | 30 Points |
| Proposed Cost | 40 Points |

5. Cooperative Purchasing Agreement:

Vendors are to indicate if it is permissible for other schools and governmental agencies in the State of Tennessee to purchase these items or services at the same price. Each school or governmental agency will be financially responsible for all orders placed, and will purchase directly from the awarded vendor. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate approval of the Cooperative Purchasing Agreement in your proposal response.

Request For Proposal Number: 4586

Request for Proposal Title: E-Rate Web Hosting

BID ENVELOPE/PACKAGE CONTAINING BID:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of your entire bid. Late bids, e-mailed bids and faxed bids will not be considered nor returned. Anderson County will not be responsible for any lost or misdirected mail.

ANDERSON COUNTY PURCHASING DEPARTMENT

100 NORTH MAIN STREET, SUITES 214 AND 218

CLINTON, TN 37716

purchasing@andersontn.org

Website: <http://andersontn.org/purchasing.html>

(865) 457-6218 Phone

(865) 457-6252 Fax

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 PROTEST: Any vendor wishing to protest the award shall notify in writing the Anderson County Purchasing Agent. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the award. Protests must be in writing and envelopes/package containing protest must be clearly marked with Request for proposal number and words "Request for Proposal Protest". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any proposal protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

1.2 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Request for Proposals must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the proposal's ability.

1.3 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.4 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.5 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.6 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.17 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a proposal at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of the State of Tennessee.

1.8 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.9 QUESTIONS: Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

SECTION 1 GENERAL TERMS AND CONDITIONS
(Continued)

1.10 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and one exact copy of their bids, including brochures.

1.11 ADDENDUM: Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website purchasing@andersontn.org/purchasing.html up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.12 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.13 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.14 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

GENERAL TERMS AND CONDITIONS

SECTION 2. REQUEST FOR PROPOSAL INFORMATION

SECTION 3. VENDOR INFORMATION

SECTIONS 2 AND 3 OF THIS FORM ARE TO BE SUBMITTED AND RETURNED WITH YOUR REQUEST FOR PROPOSAL AND ARE PART OF THE CONTRACT DOCUMENTATION.

2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

2.2 **Cooperative Purchasing Agreement:** Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate approval of the Cooperative Purchasing Agreement. _____ Yes _____ No

The undersigned agrees if this Request for Proposal is accepted, to furnish any and all of the License Information listed below at the request of Anderson County, if required by Law. Please indicate if your company has the following.

Anderson County Business License _____ (Yes or No)

Business License in State of Tennessee _____ (Yes or No)

If so, Which County _____

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number: Social Security, Employer Identification Number:

Person Authorized to Sign *(Please print)* _____

Authorizing Signature *(Please sign original in blue ink)* _____

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.