

**YSLETA INDEPENDENT SCHOOL DISTRICT
Purchasing Services**

Request for Proposal

The Board of Trustees of the Ysleta Independent School District is requesting proposals for a
Technology Implementation and Systems Integration Partner

Proposals will be accepted by the District until:
4:30 p.m. / November 13.2001.

All proposals are to be submitted to:

**Ysleta Independent School District
Purchasing Services
9600 Sims
El Paso, Texas 79925**

All envelopes must be annotated with the following:

NO: 22-1113-016RFP
TITLE: Technology Implementation and Systems Integration Partner

Instructions to Offerors, specifications, terms and conditions are enclosed.

VENDORS ARE ADVISED TO CAREFULLY EXAMINE ALL TERMS AND CONDITIONS AND SPECIFICATIONS!

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

REQUEST FOR PROPOSAL

22-1113-016RFP

*Technology Implementation and Systems Integration Partner
Proposal Acknowledgment Form*

The undersigned affirms that she/he is duly authorized to submit and execute this proposal; that this company, corporation, ~~firm~~, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person or company prior to the official date and time of opening of this Request for Proposal.

The enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions and contract provisions contained herein.

The signed offer by the vendor, together with all specifications, terms and conditions and any modifications to the original offer agreed to and accepted by the Ysleta Independent School District constitutes a binding contract between the two parties.

Offeror Name

Authorized signature

Address

Print or type signatory name

City / State Zip Code

Position / Title

Phone

Date

E-Mail

Fax Number

Web Page

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

REQUEST FOR PROPOSAL

22-1113-016RFP

Technology Implementation and Systems Integration Partner

Section 1

Instructions for the Submission of Proposals

- 1.1 Purpose of Solicitation. The purpose of this Request for Proposal is to obtain a proposal from a **firm or** individual, hereinafter referred to as “Vendor” or “Offeror”, to select a Technology Implementation and Systems Implementation Partner with the competence, expertise and resources necessary to assist the Ysleta Independent School District, hereinafter the “District”, on behalf of the Board of Trustees, hereinafter, the “Board, in effectively introducing and applying technology throughout the District. The Vendor will assist the District in preparing applications on the District’s behalf for E-rate funding and applying technology to improve student achievement and administrative practices in support of teaching and learning. A single vendor will be selected to be the strategic partner to implement, refine and support a state-of-the-art technology infrastructure that will provide world-class technology to the students and staff of the District. The partner will primarily collaborate with the District’s Director of Technology and others, as appropriate, for the District. The scope of the project will include all E-rate funded projects. All E-rate applications will be submitted using the partner’s *SPIN* number.
- 1.2 Address for Offers. Proposals shall be addressed as shown on the cover sheet and delivered to Purchasing Services, 9600 Sims, El Paso, Texas.
- 1.3 Signature Required. Solicitations will **not** be considered unless the proposal **is fully** completed and a manual signature is provided **by** the offeror’s authorized representative.
- 1.4 Late Submission. Only proposals in the possession of Purchasing Services, by the indicated day/date/time, shall be considered for contract award.
- 1.5 Preparation of Offers. Proposals should be typed, printed or written in **ink**. Proposals written in pencil will not be considered for award.
- 1.6 Withdrawal of Offers. If a proposal is retrieved prior to submission deadline, the person retrieving, must sign a receipt. A proposal may be withdrawn any time prior to award of contract by submitting a written and signed request to the Director of Purchasing Services. An Offeror may withdraw a proposal, unopened, prior to the official time of submission. After the official time of submission, all proposals become the property of the District.
- 1.7 Modification of Offers. As part **of** negotiation with the District, proposals may be modified, but only in writing. Complete copies of each iteration of the proposal will be retained by the District.
- 1.8 Proposal. The District is processing this solicitation as a proposal. The content of any proposal(s) will be available for review only after contract award.
- 1.9 Addenda to Solicitation. If necessary, the District may modify this solicitation by formal written addendum,

delivered to all parties which the District has record as having received a copy of the solicitation, Any addendum to this solicitation shall be acknowledged on the addendum form provided by the District. The addendum form should be signed and returned to the Purchasing Services's Contracting Section. Failure to do so may cause the offer to be ineligible for consideration of contract award. No oral or informal amendment to this solicitation shall be binding on the District or the Board.

- 1.10 **Rejection of Offers.** The District reserves the right to accept or reject any or all offers, to waive all technicalities, and to accept the offer or offers that are determined to be most favorable to the District
- 1.11 **Solicitation Costs.** This solicitation does not obligate or commit the District to pay any costs incurred in the preparation and submission of the offer or to contract for the services specified. Further, the District is not obligated to pay any costs incurred by any Vendor as a direct result of errors or omissions committed by District employees or agents in the processing of this solicitation.
- 1.12 **Evaluation.** Recommendations for contract award of any proposal shall include an assessment of at least the following items:

- The technical competence of the offeror(s).
- The reputation of the Offeror and of the Offeror's services
- The quality of the Offeror's services
- The Offeror's past relationship with the District
- Completeness of proposal
- Responsiveness of proposal in meeting the District's needs
- Any other relevant factors

Negotiations will be conducted with the offeror judged to be the most capable of meeting the District's needs in order to arrive at a fair and reasonable price for the services required. If, in the opinion of the District, it is impossible to arrive at a fair and reasonable price with the offeror judged most highly qualified, negotiations will be made with the offeror judged next most highly qualified until a contract is entered into.

- 1.13 **Rejection of Solicitation.** The District may, by written notice to the Vendor, reject any solicitation after it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent, or representative of the Vendor, to any officer, employee, or member of the Board with a view toward securing a contract or securing favorable treatment with respect to the award or amendment of this solicitation.
- 1.14 **Clarification.** If any Vendor is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to the Contracting Officer no later than 7 working days prior to the official time for submission. An interpretation of the request shall be made only by written response, duly issued, with a copy mailed or delivered to each firm receiving the proposal solicitation.
- 1.15 **Protests.** Any Offeror who is aggrieved with regard to this procurement, may protest to the Contracting Officer. The protest shall be submitted in writing within fifteen calendar days after the facts or occurrences giving rise thereto. The Contracting Officer shall have the authority to take any action reasonably necessary to resolve a protest of an Offeror concerning this solicitation. The Contracting Officer shall promptly issue a determination relating to the protest.
- 1.16 **Separate Contract** The District may require that the Offeror sign a separate, formal contract document that fully incorporates all the provisions of this **RFP**, either by reference or specific inclusion. If the Offeror requires the District to sign a separate contract, that contract **must** be included in its offer.
- 1.17 **Prohibition Against Contact.** Offerors are prohibited from approaching members of the Board of Trustees or any officer of the District in an attempt to gain an advantage in the award process prior to award of the contract. The District may, by written notification to the offeror, reject an offer for violation of this clause.

- 1.18 Requests for Non-Disclosure of Information. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Contracting Officer or his designee, shall examine the request in the proposal to determine its validity prior to entering negotiations. If the information so identified is determined to meet the exceptions of the Open Records Act it will be withheld from public disclosure; however, if, after award, a written request is received requesting disclosure under the Open Records Act, the information will be forwarded to the Attorney General for a decision. His decision about whether or not the information is protected by an exemption to the Open Records Act will be final. If the parties do not agree as to the disclosure of data in the contract, the Contracting Officer or his designee shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests, the proposal will be so disclosed. Information contained in offers not awarded the contract are not open to public inspection until award and will not be revealed to other offerors until after award of the contract.
- 1.19 Award of Contract. Award of a contract resulting from this solicitation may be made by action of the Board or by administrative action by a District official delegated that authority by the Board or Superintendent.
- 1.20 Required Forms. Offeror must complete the Felony Conviction Notification and Principal Place of Business Questionnaire forms at the end of this solicitation. Failure to do so may be grounds to declare an offer non-responsive.
- 1.21 Alternate Offers. Unless identified in the solicitation as No Substitutes, alternate offers will be accepted and considered provided they are equal to and meet all specifications of this solicitation which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The District reserves the right to make the final determination of whether an alternate offer is equal. It is the offeror's responsibility to provide, as part of its offer, descriptive literature and specification information on all alternates offered. References of current users should be included. If the offer is not clearly identified as alternate items, it is understood that the offer is for items exactly as specified in the Solicitation.

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

REQUEST FOR PROPOSAL

22-1113-016RFP

*Technology Implementation and Systems Integration Partner
Section 2*

CONTRACT

BETWEEN

YSLETA INDEPENDENT SCHOOL DISTRICT, a Texas public school district, hereinafter "District:

and

_____ a corporation ____ a partnership ____ a sole proprietorship (Check one), herein after "Vendor", authorized to conduct business in the State of Texas.

RECITALS

The District wishes to contract with Vendor to obtain and/or convey goods, services, and/or rights as stipulated in Request for Proposal number 22-1113-016RFP . The Vendor accepts all terms and conditions of said proposal.

Standard Contract Terms and Conditions

- 2.1 **Contract.** The contract documents consist of any proposal documents issued or received pursuant to the processing of the request for proposals, the proposal, any addenda thereto, any document generated as part of negotiations, general correspondence, and any exhibits tied to District action leading to the award of contract.
- 2.2 **Contract Term.** The term of the contract will be as indicated in the special terms and conditions of the proposal narrative or as subsequently agreed to by the District.
- 2.3 **Independent Business.** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Vendor or between the District and the Vendor's employees. The District shall not be subject to any obligations or liabilities of the Vendor or its employees, incurred in the performance of the contract unless otherwise herein authorized. The Vendor is an independent contractor and nothing contained herein shall constitute or designate that the Vendor or the Vendor's employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
- 2.4 **Payment Terms.** Payment shall be made to the Vendor only for services rendered. **Original invoices are necessary for payment (the District will not pay from statements)** and should be hand delivered or mailed to:

Ysleta Independent School District
Attn.: Accounts Payable
9600 Sims
El Paso, Texas 79925

Payment shall be made no earlier than **30** days after receipt of invoice unless earlier payment **is** approved by the District and made a part of this contract.

- 2.5 **Gratuities.** The District may, by written notice to the Vendor, cancel this contract without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board

Member, officer or employee of the Ysleta Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred in securing a contract with another Vendor.

- 2.6 Nondisclosure. Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 2.7 Governing Law. The parties agree that the venue for execution of this contract or any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.
- 2.8 Availability of Funds. The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated, or the scope amended. A 30-day written notice will be given to the Vendor, and there shall be no penalty nor removal charges incurred by the District.
- 2.9 Equal Employment Opportunity. The District requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CPF Part 60)
- 2.10 Conflict of Interest. Any Board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. Vendor warrants the following: That if any potential conflict of interest, such as a relationship with a Board of Trustee member, officer or employee involved in the decision making process exists, such conflict of interest will be identified in an enclosure to the vendor's offer.
- 2.11 Cancellation. The District reserves the right to cancel this contract, without cause, at any time during its term. Notice of such cancellation will be made, in writing, at least 30 calendar days prior to the effective date of cancellation to the Vendor's last legal address on file with the District. It is the responsibility of the Vendor to inform the District of any change of legal address.
- 2.12 Force Majeure. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, landsinkage, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 2.13 Assignment. No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the District. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

- 2.14 **Modification of Contract.** This contract may be modified or rescinded only in writing when signed by both parties to the contract or their duly authorized agents.
- 2.15 **Uniform Commercial Code.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
- 2.16 **Notice of Intent.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 2.17 **Release for Delivery or Commencement of Work.** Any authorization of delivery or commencement of work listed and made part of this contract will be released via the use of a purchase order or other valid instrument. No service or delivery should be undertaken by Vendor unless it is in response to a written request.
- 2.18 **Availability of Vendor Records.** The Vendor's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; (estimating work sheets; correspondence; change order files including documentation covering negotiated settlements); hack charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the District to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction by District's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of a) contractor compliance with contract requirements, b) compliance with District's business ethics policies, and c) compliance with provisions for pricing change orders, payments or claims submitted by the contractor or any of his payees.
- 2.19 **Warranties.** Vendor warrants the goods and/or services furnished to be exactly as specified in this contract, free from defects in Vendor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Vendor. All applicable Uniform Commercial Code (UCC) warranties, express and implied, are incorporated herein.
- 2.20 **FOB Destination.** Unless stated otherwise, the price for goods is **F.O.B.** Ysleta Independent School District, receiving dock, when receiving dock is defined as any Ysleta Independent School District campus or facility. Unit price will incorporate shipping and handling charges.

- 2.21 Year 2000 Warranty-Commercial Supply Items. The Vendor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing from, into, and between the twentieth and twenty-first centuries, including leap year calculations), when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the District for breach of this warranty shall be as defined in, and subject to, the terms and limitation of the Vendor's standard commercial warranty or warranties contained in the contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the District under this warranty shall include repair or replacement of any non-compliant listed product. Nothing in this warranty shall be construed to limit any rights or remedies the District may otherwise have under this contract with respect to defects other than Year 2000 performance. Vendor also certifies that its internal accounting, billing, delivery and other MIS sub-systems are Y2K compliant or that adequate measures have been taken to ensure uninterrupted service to the District in the Year 2000.
- 2.22 Options. If the contract has provisions for option periods, award of the option will be made by modification to the contract, in writing, by the YISD Purchasing Services.
- 2.23 Contract Extensions. The ensuing contract may be extended for a period not to exceed 120 days, if mutually agreeable by both parties.
- 2.24 Discounts. If prompt payment discounts apply to this purchase, any discount time will not begin until the materials, supplies or services have been received and accepted and correct invoice received by the appropriate District facility, campus or department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests.
- 2.25 Patent and Copyright Indemnity. Vendor shall indemnify the District against all losses, liabilities, lawsuits, claims, expenses (including attorney's fees), costs, and judgements incurred through third parties claims of infringement of any copyright, patent, trademark or other intellectual property right.
- 2.26 Indemnification **and** Insurance. Vendor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by the Vendor or the performance of the work by Vendor, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance **of** the work or willful misconduct of The District. Vendor shall indemnify and hold harmless the District, its officers, agents and employees from any and all liability for such losses, expenses, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorney's fees, in connection with or resulting from such suit or action. Vendor will provide certificate of insurance designating the YISD as a third party insured upon request.

Vendor agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts (at least the minimum required by the State of Texas) covering the above obligation and will maintain workers' compensation coverage covering **all** employees performing this order on premises occupied by or under the control of the District.

2.21 **Workers' Compensation.** No workers' compensation insurance has been or will be obtained by the District on account of Vendor or its employees or agents. Vendor shall comply with the workers' compensation laws of the State of Texas with respect to Vendor and Vendor's employees and agents.

A potential Vendor or the Vendor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If Vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

2.28 **Other Applicable Laws.** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.

YSLETA INDEPENDENT SCHOOL DISTRICT
Purchasing Services

Vendor's Offer to Request for Proposal

22-1113-016RFP

*Technology Implementation and Systems Integration Partner
Section 3*

PERFORMANCE STATEMENT, SPECIAL TERMS AND CONDITIONS

- 3.1 This is a contract to provide Technology Implementation and Systems Integration Partner to Ysleta Independent School District.

NUMBER OF COPIES OF PROPOSAL REQUIRED

- 3.2 A total of twelve (12) copies of each offer is required. Failure to provide the required number of copies **may** result in the offer being declared non-responsive.

CONTRACT TERM

- 3.3 The overall period of performance shall be effective from **DATE OF CONTRACT AWARD** through **DECEMBER 31, 2005 WITH THREE (3) EACH ONE YEAR OPTIONS** unless terminated sooner by one or both parties.
- 3.4 The District will comprise a negotiating team to arrive at any final contract document pursuant to this solicitation. Any and all Vendors will coordinate and communicate solely with Purchasing Services. Any communication regarding this solicitation/contract development, until final approval of any contract(s) , will be made to:

John W. Taylor, Jr.
Purchasing Agent
9600 Sims
El Paso, Texas 79925-7225
(915) 434-0289

Failure to adhere to this provision may result in rejection of any and all proposals.

- 3.5 **References Required.** Offeror must furnish a minimum of three (3) references from organizations and/or businesses that offeror has provided with similar services or items. The organization's name, a contact person, telephone number and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in the offer being considered as non-responsive. Offeror, by furnishing these references, agrees to allow the District to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. The District reserves the right to check any references known to them and to use information received from such references in making the award.

- 3.6 **SCOPE OF WORK**

The purpose of this RFP is to select a strategic technology partner with the competencies, expertise and resources necessary to assist the District in effectively infusing technology throughout the district, utilizing the funding available from the Federal Government, generally known as E-rate. The technology infusion should result in significantly improved student achievement, and improved administrative practices in support of teaching and learning.

The District wishes to enter into a long-term strategic partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art technology infrastructure that will provide world-class technology to the students and staff of the District. The selected provider will coordinate and collaborate with the administration, obtaining specific approval, when and as necessary

The Technology implementation and Systems Integration agreement will include all E-rate funded projects. The selected vendor should be prepared to assist the district with all aspects of the E-rate process and should demonstrate knowledge and experience in dealing with E-rate funded projects. The selected vendor will serve as the prime contractor for any projects funded through E-rate, and all E-rate applications will be submitted using the successful bidder's single SPIN number (Service Provider Information Number). Vendors must provide their SPIN number as part of this response. It is anticipated that the term of this partnership will be for a period of four (4) years, which will include a contract for the first year. There will be three (3) renewal option years with each option year to be awarded annually as a separate follow-on contract based on the previous year's performance. The decision will be at the sole discretion of the District. The performance of the technology provider on the previous year's scope of work will be measured against the Methodology for Measuring Results described in Section 3, Selection process, of this document.

The work itself will consist of all aspects of technology implementation for which the District desires to contract with the partner. The current technology program calls for the installation of new technology equipment, software and services on an on-going basis.

3.7 PROPOSAL

Criteria for Selection of a Strategic Technology Partner

The District has identified the factors itemized in sections 3.6.1 to section 3.6.8 as critical to a company's ability to effectively assist the District to infuse technology and better prepare students to be successful citizens and productive workers in the 21st century. To be considered for evaluation, companies must provide relevant responses to all sections of this RFP with particular attention to sections 3.6.1 thru 3.6.7. The response to each sub paragraph below should be separated and identified. (300 Evaluation Points Possible)

3.7.1 Availability and Quality of Resources (30 POINTS)

The District is seeking a strategic technology partner that has the depth, breadth, and quality of resources necessary to complete all phases of a broad technology and service project. In addition, the timely

availability of these resources and related support elements will be critical to project success

Describe the various resources from your company that will be made available to assist the District in the execution of its mission.

Indicate the availability of each resource, e.g., full-time, part-time, or as required.

Indicate the availability of local resources to support the District.

Indicate the anticipated use of out-of-town resources to support the District.

Provide sample resumes and related experience summaries to demonstrate the competencies and experience of typical personnel who would be assigned to the District's program.

3.7.2 Staff Development and Training (20 Points)

The District recognizes that a *Staff* Development plan, specifically, designed to meet the needs and requirements of the school district, is essential to the success and growth of students, teachers and administrators.

A comprehensive staff development plan can offer services that will meet the needs of technology implementation. Describe how your company would implement an effective staff development and training program for the District. Include a description of the training materials or training manual that would be produced and provided to the District for future use in a "train the trainer" model. **Also**, describe your approach for class composition, class, size, training location, instructors, scheduling, registration, etc.

3.7.3 Project Management/Systems Integration (50 Points)

The District requires a project management function as part of the services delivered by the strategic technology partner. Service providers must describe their competencies to manage and coordinate project activities, resources, and communications. Service providers must address their capabilities in area to include but not limited to:

- A. Project management methodologies and tools
- B. Project planning and communications
- C. Quality assurance procedures
- A. Project management experience with large school districts
- B. Project management experience **as** a single vendor or "prime" systems integrator
- C. Methodology for measuring results

The strategic technology partner will work closely with The District project manager to ensure successful project delivery, effective management of project resources and efficient communications between the service provider and The District.

The District requires System Implementation services to be included as part of those delivered by the strategic technology partner. The District's continued transition to an integrated technology approach and migration to new technologies will require the selected provider to take an enterprise focus throughout project delivery. Service providers must describe their approach to systems integration and capabilities to provide these services to large student populations.

3.7.4 Technology Solutions (25 Points)

The District requires a network that will continue to provide the District with a modern, efficient and reliable network to support data and will eventually provide voice and video information transfer capabilities within and external to the members district buildings. Reliability and high performance are key

requirements of this networking plan, as the District network continues to migrate to the base which must support the technology needs of the future.

This networking requirements includes, but not limited to, the following functional components.

Physical Infrastructure Plans for building wiring, fiber optic distribution (or leasing), wiring closets, patch panels, etc.

Logical network designs such as switches, routers, gateways, etc. including routing, protocols carried (LAN and WAN), and rationales for such selections.

Network and Distributed Systems management approach

Video distribution plans, including coaxial cable, fiber optics, studio equipment, switching and distribution equipment, satellite down links, and operational requirements.

Installation of Hardware and Support

Asset management support for leased and purchased items.

Intranet and Internet access.

User training required to integrate these technologies into the curriculum and administrative process.

Please describe your approach, qualifications, and industry experience in the design and implementation of these network requirements in large school districts.

3.1.5 Commitment to K-12 Education (20 Points)

The responding provider must demonstrate a commitment to the K-12 education market. The District is interested in providers that understand the technology, administrative, and instructional challenges facing today's educators, children and administrators. A demonstration of the provider's K-12 commitment should include but not be limited to:

A description of your company's commitment to K-12 Education.

Examples of your company's activities as evidence of its commitment and support for K-12 Education

Explanation of the size, type, and location of your company's relevant activities.

Description of your company's commitment to work with local contractors and business enterprises.

3.7.6 District funding considerations (100)

The District requires each vendor to address possible assistance in securing funding for technology infusion throughout the school district. In addition, the District desires to understand the up front investment that must be made with district funds to be prepared to take advantage of other funding opportunities.

Respond in general terms how such assistance will be provided and the funding sources expected to be utilized. Additional details should be provided in the following areas: (25 Points)

Describe in detail what the level of assistance might be provided

Provide a total amount of funding assistance anticipated for the sample configuration

Identify long-term considerations including the likelihood of multi-year funding assistance and the commitment of the vendor to provide such services to the District.

Identify how much effort will be required by the District in obtaining this funding.

Specify the services available to the district for project planning, specialized program assistance, and other services provided to the District dealing with funding assistance.(25 Points).

Specify the Costs to the District for all services discussed in the previous item (#2).(25 Points)

Provide at least 3 references where the District/vendor partnership has been successful in securing funding for technology projects.(25 Points).

3.7.7 Pricing Model and Cost Assurances (25 Points)

As with any project, cost is a consideration. The District understands that a strategic partnership as described in this RFP, does not allow for firm, fixed pricing in all areas as the specific scope of work necessary for such pricing is impossible to ascertain. Prospective bidders should note that this RFP does not require, a firm fixed price, a cost plus proposal, or any other specific cost information with the exceptions of: a cost schedule for services and costs for Specialized Services for funding assistance. However, it is vitally important that The District receives value for its dollar in the other areas included in this scope of work and be able to demonstrate this to the District Board. Consequently, prospective bidders are required to provide a proposed pricing model that will:

- Be able to demonstrate throughout the life of the contract that the costs associated with this partnership are within normal and customary charges for the type of services provided.
- Be simple to administer as specific scopes of work are developed.
- Meet all statutory requirements for record keeping reporting and auditing of public funds.
- Adhere to district purchasing policy.
- Be flexible in working within established budgets.

Include a proposed schedule of hourly charges and/or other services based pricing, your company would normally use for a project of this scale.

Bidders are encouraged to provide any additional ideas, concerns or strategies for accomplishing the above.

This criterion is very important to the potential success of any prospective bidders and your particular attention to providing a unique and workable implementation is strongly recommended. This criterion will be a major factor in evaluating the contractor's previous year's performance for determining the annual renewal of this contract.

Contingent upon negotiations with the selected vendor, a specific price quote may be required upon completion of the final negotiated contract for the E-rate eligible projects. This information will be submitted on the District 471 application. Specific pricing will be required for any additional projects.

3.7.8 Other Vendor Attributes (30 Points)

The District has also determined that a company's background experience, and financial stability is essential for the success of a long-term strategic relationship with its selected Strategic Technology Partner. In addition, the satisfaction of clients with the quality and cost effectiveness of services and products provided by the vendor is also critically important. Vendors responding to this RFP should include information about their company's experience, financial stability, and quality of services and

products and satisfaction of their clients. A minimum of three (3) references must be provided. Preferred references would be other large school districts. Vendors must provide project scope and contract information.

3.8 EVALUATION

Each proposal will be reviewed for completeness prior to evaluation. If the proposal is not complete, it will be declared non-responsive. Responses will be evaluated by the evaluation team and assigned point totals for each section listed in para. 3.6 (above). The top three(3) responses will be selected as finalists. The finalists may be required to present and answer questions to the evaluation committee. The committee will recommend a single vendor to serve as the District's Technology Implementation and Systems Integration Partner. The District may decide to select a recommended Partner on the basis of a significantly higher point total in the initial evaluation, and waive the other finalist's rights to interviews.

3.9 NEGOTIATIONS

The District reserves the right to enter into negotiations with the provider deemed most qualified to arrive at a contract that will best meet the District's needs in terms of price, service and response.

3.10 METHODOLOGY FOR MEASURING RESULTS

Particular attention should be paid to development of the methodology for measuring results. This will provide the basis of evaluation for award or non-award of the follow-on option years under this contract. Your method should include those concerns detailed in Paragraph 3.7.7, Pricing Model and Cost Assurances

YSLETA INDEPENDENT SCHOOL DISTRICT

Felony Conviction Notification

ALL Vendors MUST COMPLETE THE FOLLOWING:

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 officer 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 (printed): _____

A. My **firm** is a publicly-held corporation, therefore, this reporting 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: _____

YSLETA INDEPENDENT SCHOOL DISTRICT

Questionnaire to Determine Principal Place of Business Under LGC 2252.002.Texas.

General Information:

- 1. Legal Name of Business: _____
- 2. Street Address: _____
- 3. Post Office Box (if any) or Mailing Address if different from question #2.

- 4. City: _____ State: _____ Zip: _____
- 5. Telephone Number: [_____] _____
- 6. Indicate whether or not your business is in the Ysleta Independent School District area
Yes _____ No _____ Unknown _____
- 7. Nature of Business (i.e., automobile dealer, electrical contractor, etc.):

- 8. Type of Business Organization (check one):
 Sole Proprietorship Other Legal Entity
 Partnership (general or limited) Corporation

Questions Related to Principal Place of Business:

- 1. In what state is your principal place of business? _____
- 2. In what state, if any, is your business incorporated? _____
- 3. If business is a corporation, furnish the name and address of the agent for service:

- 4. Is your business authorized to do business under the laws of the State of Texas? _____
- 5. Do you transact business in more than one state? _____
If so, list all states in which you transact business:

- 6. In what state are the majority of your activities conducted?

- 7. List the total gross sales of your business withing the last two calendar years. \$ _____
- 8. In what State does your business earn the largest percentage of its revenues? _____
What percentage is earned in Texas? _____
- 9. In what State is the largest percentage of the capital assets of your business located?

What percentage is located in Texas? _____

10. Give the address of your general offices where centralized control of your business is conducted? _____

11. In what State does the largest percentage of full-time equivalent employees of your business reside permanently? _____

What percentage resides permanently in Texas? _____

How many full-time equivalent employees reside permanently in Texas? _____

12. Give the name and residential address(es) of the officer(s), sole proprietor or partners of your business.

District or Officer

Printed Name

Printed Title





Ysleta Independent School District

No: 22-1115-016RFP

Technology Implementation and Systems Integration Partner

November 15,2001



3.7.7 Pricing Model and Cost Assurances

Avnet ES has worked with ISD's throughout the United States, as well as, governmental agencies (both state and local) and has established a reputation for offering the best value possible for their customers. Avnet ES participates in many procurement avenues that would allow Ysleta ISD to obtain both equipment and services at the most competitive prices. For example, Ysleta ISD could purchase Cisco equipment via the Texas Department of Information Resources contract (which is held by Avnet ES) and prices that were competitively bid and awarded based on best value for the State of Texas. Another avenue is the North Central Services Cooperative agreement which offers competitively bid contract prices to ISD's throughout the United States under an inter-local agreement with the individual states. Utilizing any of these types of procurement vehicles would eliminate the need for RFP development and evaluation, which would allow Ysleta ISD to reduce the cost and time spent on obtaining best value for the district.

Avnet ES is also a designated Qualified Information Systems Vendor in the state of Texas. The General Services Commission has approved Avnet ES as a QISV for the entire state of Texas, in many categories. This is another route that Ysleta ISD could take to procure the equipment and services necessary for the success of the technology infusion into the district.

Listed below are the proposed hourly rates for services. Most often, project based rates are the most advantageous when doing larger implementations. This allows a better economy of scale. The larger the project, the better our scaled rates are.

	Hourly Rates
Engineering Position Title	Per Hour
The descriptions in each position below reflect the minimum level of technical expertise	
Network Associate <input type="checkbox"/> 1-2 years experience <input checked="" type="checkbox"/> General knowledge of local area networks <input checked="" type="checkbox"/> Mounting and installation of network equipment <input checked="" type="checkbox"/> Installation of PC software <input type="checkbox"/> A+, CNA or MCP certified	\$110
Network Specialist <input checked="" type="checkbox"/> 2-4 years experience <input type="checkbox"/> Advanced knowledge of local area networks	\$140

<ul style="list-style-type: none"> ⌋ General knowledge of wide area networks ⌋ Installation of server software ⌋ Basic design and troubleshooting skills ⌋ CNE or MCSE certified 	-----
<p>Network Engineer</p> <ul style="list-style-type: none"> ⌋ 4-6 years experience 3 Advanced knowledge of local area networks 3 General knowledge of wide area networks ⌋ Installation and configuration of wide area network equipment ⌋ General design and trouble shooting skills ⌋ CCNA, CCDA, Fore, 3COM, Cabletron certified 	175
<p>Senior Network Engineer</p> <ul style="list-style-type: none"> ⌋ 6-8 years experience ⌋ Advanced knowledge of local area networks ⌋ Advanced knowledge of wide area networks ⌋ Installation and configuration of wide area network equipment ⌋ Knowledge of routing and switching ⌋ Extensive design and troubleshooting skills ⌋ CCNP, CCDP, Fore, 3COM, Cabletron certified 	200
<p>Enterprise Engineer</p> <ul style="list-style-type: none"> ⌋ 10 or more years experience ⌋ Extensive knowledge of local area networks ⌋ Extensive knowledge of wide area networks ⌋ Installation and configuration of wide are network equipment ⌋ Extensive design and troubleshooting skills 	\$24:

<ul style="list-style-type: none"> ┘ Advanced knowledge of routing and switching J Expertise in Spectrum, HO OpenView, Sun Net Manager J Multi vendor, multi technology proficient J Extensive Project Management Expertise J CCIE, CNX certified 	
<p><i>Premium Rate of 30% for weekday work outside of 8am to 5pm. Premium rate of 50% for weekend and holidays.</i></p> <p><i>Premium Rate applies to metropolitan cities.</i></p>	*
<p>Project Manager 3+ years Project Management Experience PMI Certification</p>	\$125
<p>Project lead 2+ years Project Management experience</p>	\$115
<p>Project Coordinator: I+ years Project Management Experience Logistics coordination skills</p>	\$100

The tasks of administering scopes of work, statutory requirements for record keeping reporting and auditing of public funds are standard components of our Project Management procedures.

COMPAQ

Proposal to
Ysleta Independent School District



No: 22-1 ■13-016RFP

Technology Implementation and Systems Integration Partner

Submitted by
Compaq Computer Corporation

November 13, 2001

3.7.7 Pricing Model and Cost Assurances

Include a proposed schedule of hourly charges and/or other services based pricing, your company would normally use for a project of this scale.

Please find below a list of Hourly Rates that have been assembled to reflect our consulting services. Please keep in mind that these rates are very flexible when taking into consideration the full-scope of the project, and all the products and services associated with the Partnership Program: In addition, the labor rates associated with non-consulting type tasks (i.e. Desktop installs, image loads, etc) are in the \$15.00 to \$25.00 range.

Services

Carepaqs	8% off NEP (National Education Pricing)
Priority Services	8% off NEP
Client Support Cards	8% off NEP
Digital SW Phone Support - Bronze	9% off GSA* (General Services Agreement)
Business Critical - Gold & Silver	9% off GSA*
Installation & Start-up Services	9% off GSA*

Compaq Custom Installation Support Services*

Customized Installation Planning	FM-INSPL-PC	T&M \$100/hr.
User Orientation	FM-INSOR-PC	T&M \$100/hr.
Site Configuration	FM-MSSC-PC	T&M \$100/hr.
Staging and Integration	FM-INSSI-PC	T&M \$100/hr.
Site Survey & Configuration Doc.	FM-INSSS-PC	T&M \$100/hr.
Product Configuration	FM-INSPC-PC	T&M \$100/hr.

Compaq **Logistic** Support Services'

Site Services Manager	FM-STSMG-AA	\$75.00 /hr.
Project Management	FM-PRJMG-MT	\$80.00 /hr.
Project Coordinator	FM-PRJCO-AA	\$60.00/ /hr.

On **Site** Resident/Dedicated Engineers*

T4 Level Engineer	FM-RESSV-A1	\$45.00 /hr.
T5 Level Engineer	FM-RESSV-B1	\$45.00/hr.
T6 Level Engineer	FM-RESSV-C1	\$45.00/hr.

Compaq Resource Management Services*

Availability Review	FM-AVAIL-AR	143.94/hr.
Availability Partnership	FM-AVAIL-AP	134.94/hr.

EDmin.com Professional Development Services

Staff Development Planning & Implementation: \$125.00/hr.

Virtual Education software infrastructure (pricing available upon request)

E-Rate Application Services & Cost Benefit Analysis (see section 3.7.6)

Bidders are encouraged to provide any additional **Ideas**, concerns or **strategies** for accomplishing the above.

Our pricing **can** be locked into pre-negotiated contracts that currently exist within the State of Texas (WSCA, QISV, TCPN, DIR). These contracts have pre-negotiated competitive rates that have been accepted by the participating vendors. In addition, we can tie our pricing into a variety of "Indexes" that allow for pricing, for instance on Computer Equipment, to move down **as** Technology improves. Compaq and the District can also **negotiate/agree** upon rates that will be used over the term of the contract to facilitate budget planning.



IBM Response

to

Ysleta Independent School District

**Request for Proposal
22-1113-016RFP**

for

**Technology Implementation
and Systems Integration
Partner**

November 15,2001

IBM



Schedule of Hourly Charges

REPRESENTATIVE SKILLS SETS WITH ESTIMATED HOURLY RATES

Titles	Responsible Responsibilities (applicable to any service)	Hourly Rates
Project Executive	Provides assistance in setting or executing business strategy and or management of change. Acts as the primary IT/IS General Partner. Recognized by their customers and peers as strategic thinkers with significant relevant experience.	\$394
Program Manager	Principal or Project Manager for very large or strategic projects. Provides systems architecture/design and planning in complex environment. May also provide product tuning, hardware modifications and this complex large-scale installations/configurations. Post installation work includes analysis and execution of various processes to include problem management, disaster recovery and configuration management. Recognized as leader in industry specialty. Program visionary with conceptual understanding of architectural design beyond current.	\$259 - \$294
Project Manager	Functions as technical lead for medium to large projects. Manages project and ensures team achievement of plan. Manages project (PCRs) and conducts project. May also include performing in the areas of services, operational services, and network or department hub environment.	\$146-\$185
Systems/Technical Expert	Functions as technical lead for small projects or as primary perform resource. Expected to provide technical leadership in small-medium sized engagements. Areas of technical expertise may include networking or operational services on standard general business platforms. Duties may also include customer education/advocacy on standard platform software products.	\$108
Technical Support	Assists customers' technical support of existing solutions and/or products. May also provide installation support in server arena. May assist in development of good housekeeping procedures during product development or cutover. Provides general assistance to a knowledgeable customer.	\$68



Industry Recognized Titles	Roles and Responsibilities (applicable to any service offering)	Hourly Rates
Operational Support/Coder	Assists customer with operational support of existing products or solutions. May involve contracted commodity support such as programming for older products. Also includes site readiness for desktop management.	\$68 - \$85
Project Administrator	Assists customers with administrative tasks associated with a project such as inventory/billing reconciliations. May also include simple equipment relocations. May also include basic manual tasks such as packing/unpacking equipment not requiring specific hardware/software knowledge. Does not include trouble shooting or problem determination.	\$49

Value: Total support services flexibility with respect to:

- Mix of required skills and skill levels over the course of the engagement
- Blended, discounted manpower rates
- Charged monthly only for man-hours used, while locking in preferred rates for a specific period of time

Note: The hourly labor rates quoted are for the calendar year 2002. They are subject to change.

3.7.8 Other Vendor Attributes

International Business Machines Corporation (IBM) is a worldwide organization with corporate headquarters located at New Orchard Road, Armonk, New York 10504. Louis V. Gerstner, Jr. is Chairman of the Board and Chief Executive Officer.

IBM was organized to do business in Endicott, New York on June 14, 1911 and is incorporated in the State of New York. IBM is a large, multinational corporation with significant activities in almost every aspect of the information technology business in almost every free country in the world. IBM is in the business of helping customers solve problems through the use of advanced information technologies. The company operates primarily in this single industry segment that creates value by offering services, software, systems, products, and technologies.

IBM provides full service information technology in the design, development, and delivery of a full range of hardware, software, services and maintenance offerings. IBM is a manufacturer of state-of-the-art, compatible, and reliable hardware and software. If any issue should arise that is related to IBM systems, there can be no better problem

i-Next Inc.
Computer & Communication Center

1201 Airway Ste B2A
El Paso, Texas 79925
Ph:915-775-0842
Fax: 915-775-0836

Ysleta Independent School District
Purchasing Services
9600 Sims
El Paso, Texas 79925

NO: 22-1113-016RFP
TITLE: Technology Implementation and Systems Integration Partner

i-Next Inc.
E-RATE Spin# 143024214
QISV # 4000036690200

3.7.7. Pricing Model and Cost Assurance

i-Next Inc., will make sure that YISD receives best price in the life of this contract. Although, exact price cannot be quoted at this time (due to the fact that we do not have seen the sites, etc). The following are the charges that I-Next normally follows with their customers

Cable Drops \$99.00 + (price may include materials)

Network Services Per Hour \$85.00

In-House Technicians \$50.00 (non-network)

Service Calls \$50-\$60.00

Hardware - Price will depend on product

3.7.8 Other Vendor Attributes

Mission

To provide i-Next customers with superior business system solutions, courteous and prompt customer service and outstanding satisfaction that will instill confidence in a long term and beneficial business relationship.

The goal of i-Next Inc, is to assist YISD in fulfilling their primary educational and administrative missions through this contract. It will be our role to provide YISD with advise, assistance and our expertise in this field

i-Next Inc., has extensive knowledge of the educational procurement and contract processes. i-Next has worked with other school districts, along with local and federal government in obtaining products and services through RFP's, RFQ's, and other formal bids. These bids can and may include hardware, software, network cabling or technical services.

i-Next he , sells over 200,000 kinds of product from 1,500 different vendors i-Next Inc., parent company, I-Ned Warehouse is located at 1057 Eastside Road in El Paso, Texas. This is a warehouse of over 22,000 square feet, which houses over \$1 million dollars worth of computer equipment, parts, cable and other networking products. From planning, assessment, implementation and migration, i-Next am provide you with a wide range of services for your computing needs.

Please also see attached paperwork.



No: 22-1113-016RFP

Technology Implementation

and Systems

Integration Partner





Pricing Model

Southwestern Bell plans to use the services of its Professional Services entity. The services provided by **this** group range the gamut from design and engineering to training and subnetting if necessary. These costs would be included **as** a part of the contract for the E-Rate eligible service. With the change in the Schools and Libraries Division's Eligible **Services** List the cost for Professional Services is **E** rate eligible. The District will be able **to** have **access** to the largest pool of professionals available in their respective fields.

The District will be able to call on **IP** Specialists to help with subnetting or even creating a new **IP** scheme. Design and Engineering Specialists will be available to design the network along with integrating the hardware and software necessary to make the system work. Of course, Project Management would be utilized throughout the process both for the hardware and the network. We would also utilize the services of a Security Specialist for the District to validate the security of the District's network and assets.

The hourly charges that are associated with this are:

- Professional Services: \$265.00 per hour
- Systems Engineer: **\$175.00** per hour
- Bell Technical Assistance Center: **\$175.00** per hour
- Technical Specialist: \$65.00 per hour
- Administrative Specialist: \$40.00 per hour

The **costs** for these services would need to be included in the bid award in order for the District to include them in their E-rate submissions. This will make the services E-rate eligible.