



Fort Worth Independent School District

Request for Proposals (RFP) For a Student Information System RFP # 13-041

All questions about this RFP must be directed in writing to:

Jonathan Bey
Executive Director, Purchasing
Fort Worth Independent School District
100 N. University Drive, Ste NW 140-F
Fort Worth, Texas 76107
Email address: jonathan.bey@fwisd.org

Opening Date:

Friday, September 28, 2012, Prior to 2:00 p.m. Central Daylight Time

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APPENDICES:

Appendix A: SIS Functional Requirements Response Forms

Appendix B: SIS Total Cost Summary Forms

Appendix C: Glossary of Acronyms

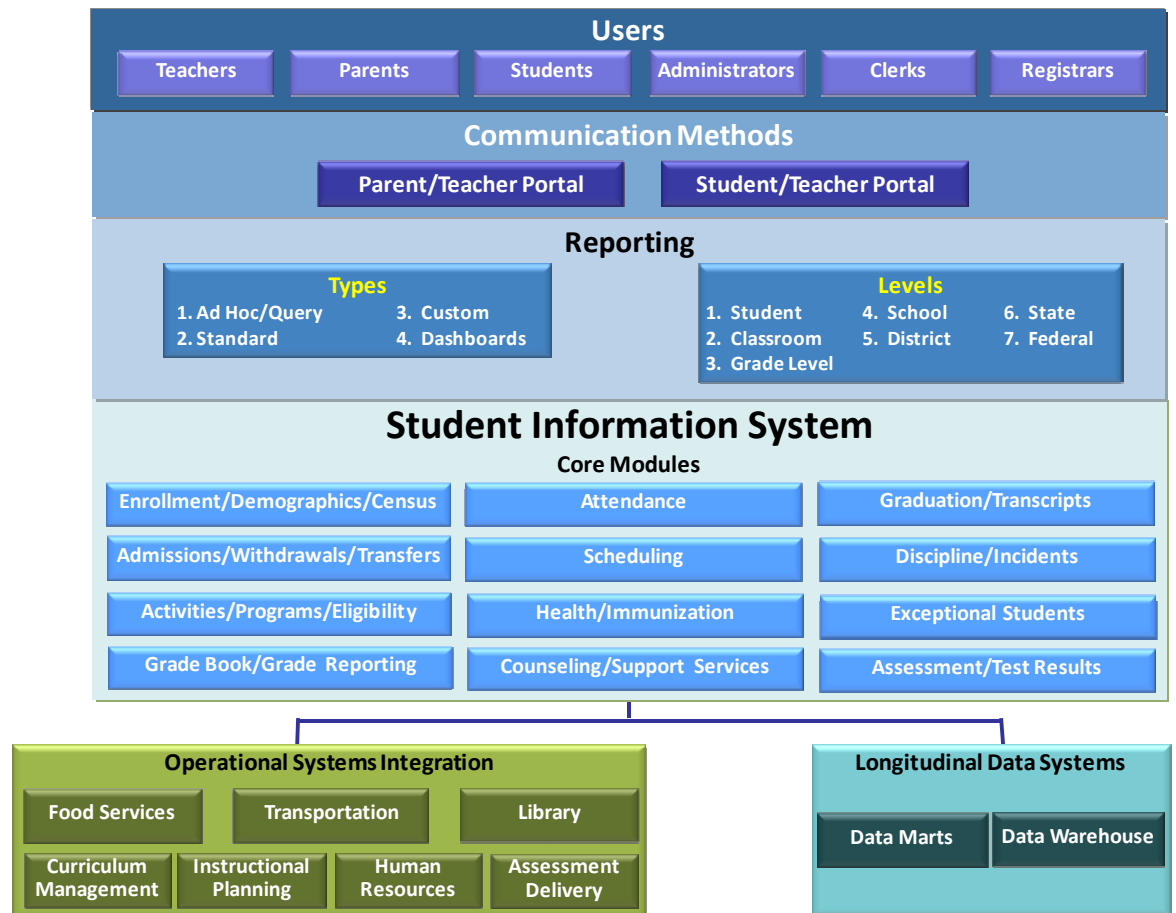
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1. INTRODUCTION

1.1 Purpose

The Fort Worth Independent School District, Texas is asking for Proposals to provide a Student Information System (SIS). The comprehensive SIS described in this document is intended to support the School Board's vision of a fully integrated, web-based SIS as conceptualized in Figure 1-1 below.

Figure 1-1. Fully integrated and web-based Student Information System (SIS)



The School Board's primary goal for this Request for Proposals (RFP) is the selection, implementation, and operation of an SIS system that will meet the needs of the School Board for the next ten years and beyond. More importantly, the objective is to select a vendor who will grow with the School Board's needs and provide functionality beyond the initially defined product life cycle period.

SIS Requirements

Fort Worth ISD is looking for a Student Information System (SIS) such as registration, enrollment, withdrawals, demographics, attendance, graduation, transcripts, grade

book, grade reporting, discipline, activities, programs, eligibility, testing, assessment reporting, scheduling, special programs, health, immunizations, counseling, support services, and transportation.

The detailed functional requirements for the SIS portion of this system are found in Appendix A with instructions for vendor response.

Note: Although the School Board is not planning to replace its Special Education system at this time, we are asking that vendors respond to the SPED requirements in Section H of Appendix A. Your response in Section H will not be counted in the final scoring or evaluation. However, SPED-related data elements required for reporting to the state must be supported within the system. (More about our current SPED system in section 2.3 below.)

Texas Education Agency PEIMS State Reporting Requirements

The proposed system must have the ability to meet the rigorous state reporting requirements as outlined by the Texas Educational Agency's Public Education Information Management System (PEIMS) data standards. The Texas PEIMS main web site is: <http://www.tea.state.tx.us/peims/>

External Interfaces

The proposed Student Information System must provide easy access to all data contained in the SIS database, in an industry common, non-proprietary format such as MYSQL or Oracle.

FWISD has built and maintains a district data warehouse to frequently ingest data from any or all district systems for a variety of reporting reasons, and must continue to utilize tools such as Access, Excel, and Crystal Reports to access data.

Other Considerations

All legacy and historic student data will be converted to the new SIS system by the software vendor with assistance from the District's Information Services staff. There are approximately 10 years of data in the current SIS student system.

The vendor's RFP submittal will include ongoing software maintenance, as indicated on the cost sheets (SIS Total Cost Summary) in Appendix B. The Proposer must evaluate the overall operational requirement of its proposed solution and recommend appropriate hardware to satisfy the School Board's needs when fully implemented.

The proposed solution must be a complete system consisting of software, hardware, installation, software customization, training, software support, and reporting. The District will jointly determine the number of custom reports required with the selected vendor.

A single supplier for systems design, software, installation, training, maintenance, and technical support for all the goods and services is preferred. However, the School Board may award to multiple Proposers if in the best interest of the School Board.

The School Board invites Proposals from all firms, and, in the case of small firms that believe they may not have sufficient staff to handle the volume of work contemplated, the School Board will accept joint Proposals from two or more firms, provided that the Proposal explains satisfactorily how the firms will coordinate their work and that the arrangement will not interfere with the provision of the services, as the School Board would only like to entertain complete solutions.

Significant emphasis is placed on the Proposer's written responses to Section 4 (Proposal Summary and Proposal Organization) and Section 7 (RFP Response Format and Contents) of this RFP, and to the SIS Functional Requirements Response Form (Appendix A), and to SIS Total Cost Summary Form (Appendix B).

1.2 RFP Organization

This RFP is divided into eight (8) sections, nine (9) attachments, and five (5) appendices:

- | | |
|-----------|---|
| Section 1 | Overview — consists of general information on the objectives of this RFP, a procurement schedule, and a procurement overview. |
| Section 2 | Background — provides background information pertaining to District requirements and current issues. |
| Section 3 | General Requirements — provides general requirements for system scalability and performance, interfacing with existing District systems, and how it fits in the overall scope of the District's plan. |
| Section 4 | Proposal Summary and Proposed Organization — provides a detailed presentation of the information Proposers are to cover in their written response to this RFP. Proposers are to follow the outline presented in Section 7. |
| Section 5 | Procurement Procedure — outlines the rules and schedules applicable to the planned procurement. |
| Section 6 | Proposal Evaluation Process — describes the procedure by which the District will review and rank the Proposals. |
| Section 7 | RFP Response Format and Contents — defines the information that must be contained in a Proposer's RFP response. |
| Section 8 | Terms and Conditions — describes the District terms and conditions for the RFP and provides District required forms to be completed by the Proposer. |

School District RFP Cover Sheet

Form A – Bid/Proposal Response Form

Form B – Deviation/Compliance Signature Form

Form C – NonCollusion Statement

Form D – Felony Conviction Notification

Form E – Nonresident Bidder’s Certification

Form F – Debarment or Suspension Certification

Form G – Historically Underutilized Business (HUB) Program

Form H – Model SB 9 Contractor Certification Form

Appendix A Student Information System Functional Requirements Response Forms — outlines the specific features and functions of the Student Information System to be met by the successful Proposer.

Appendix B SIS Total Cost Summary Forms — provides the cost forms for summarizing the Proposer’s prices for the SIS software, relational database management system software, related installation, software customization, data conversion, software warranty, and maintenance services.

Appendix C Glossary of Acronyms

Appendix D Training Table Templates (from Section 4)

1.3 The RFP Response

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Fort Worth, TX {e.g., Central Standard Time (CST)}.

CLOSING DATE AND TIME

The original Offeror's Proposal, submitted in response to this RFP, and signed by an officer of the Offeror with contractually binding authority, must be received by Jonathan Bey, Executive Director, Purchasing, Fort Worth Independent School District, 100 N. University Drive, Ste NW 140-F, Fort Worth, Texas 76107, not later than 2:00 p.m., local time, September 28, 2012.

If Proposals/RFPs are hand delivered or delivered by a delivery service (i.e., UPS, Federal Express, or private courier) they shall be delivered to Fort Worth Independent School District, 100 N. University Drive, Ste NW 140-F, Fort Worth, Texas, **ATTN: Jonathan Bey, Executive Director, Purchasing.**

The School Board reserves the right to reject all Proposals in its discretion to the fullest extent allowed by law, and may also award, in its discretion, only portions of the Proposal submitted by the Proposer. Without limitation, one of the reasons why the School Board may award a portion of the Proposal, but not the entire Proposal, would be if the cost proposed exceeds the available budget for the project and the parties are unable to negotiate a total cost within the available budget. Additionally, the School Board may award portions of a Proposal made by one Proposer and award other portions of the Proposal submitted by another Proposer. The Proposer agrees, by submitting a Proposal, to all of these provisions and contingencies. The Proposer agrees that if it is awarded only portions of its Proposal, that it will cooperate fully and in good faith and deliver the portions that are awarded consistent with the requirements of RFP and the contract. Additionally, if the School Board awards a portion of the Proposal to the Proposer and other portions of the system to another Proposer, then to the extent requested by the School Board and to the extent necessary in the ordinary course of achieving a satisfactory and cohesive SIS system, the Proposer agrees and shall cooperate fully with the School Board and the other selected vendor or vendors in achieving an integrated and cohesive SIS system. This section is supplemental to the District rights provided in Section 1.17, and both the School District rights stated in this section and those rights stated in Section 1.17 shall apply and are reserved to the School District.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any agreement resulting from this Proposal that the Fort Worth Independent School District shall be bound hereunder only to the extent of funds available or which may hereinafter become available for the purpose of a resulting contract.

1.4 RFP Calendar

Table 1-1: RFP Calendar

Event	Date
Release/Post RFP	Wednesday, August 29, 2012 2:00 p.m.
Pre-Proposal Conference RSVP	Wednesday, September 5, 2012 5:00 p.m.
Questions for Pre-Proposal Conference Due from Vendors	Friday, September 7, 2012 2:00 p.m.
Pre-Proposal Conference	Wednesday, September 12, 2012 beginning at 1:30 p.m. CST
Letter of intent Due	Wednesday, September 12, 2012 5:00 p.m.
Deadline for Written Questions	Friday, September 14, 2012 prior to 12:00 p.m. CST
Post Responses to Questions	Friday, September 21, 2012 5:00 p.m.
Proposals Due	Friday, September 28, 2012 prior to 2:00 p.m. CST
Proposals Distributed to Committee	Monday, October 1, 2012
Proposals Reviewed and Scored by the Committee	October 1 – 10, 2012
Clarifications Due Back from Proposer (if request was made)	Monday October 15, 2012 prior to 12:00 p.m.
Committee Meeting to obtain Written Requests for Clarification of Written Proposal (if required)	Wednesday October 17, 2012
Committee Meeting to Select and Notify Finalists	Wednesday October 17, 2012
Notify Finalists	Thursday October 18, 2012
Finalists Demonstrations	November 1 – 14, 2012
Vendor Selected	Monday, November 19, 2012
Recommendation Presented to the School Board meeting	December 11, 2012

1.5 Examination and Changes of RFP Documents

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the Proposal period and for informing itself with respect to any and all conditions which may in any way affect the amount, nature of the Proposal, or the performance of the services in the event Proposer is selected. No relief for error or omission will be given.

Any changes to the RFP will be issued as an addendum and posted on the District website:

http://www.fwisd.org/business/purchasing/Pages/business_opportunities.aspx

It is the vendors' responsibility to check the website for the latest updates.

1.6 Inquiries

It is the responsibility of the proposed Offeror to inquire, in writing, about any portion of this RFP that the Offeror does not understand. That includes RFP procedures, questions, requirements, and technical specifications. The School Board will not be bound by verbal responses to questions. All inquiries concerning this RFP should be submitted no later than 12:00 p.m. (CST) on Friday, September 14, 2012 prior to the closing date to:

Jonathan Bey
Executive Director, Purchasing
Fort Worth Independent School District
100 N. University Drive, Ste NW 140-F
Fort Worth, Texas 76107
Email Address: jonathan.bey@fwisd.org

Such inquiries must be in writing by email to the contact person above.

Where such interpretation or clarification requires a change in the RFP Documents, an Addendum will be issued and posted to the District's Purchasing Department website:

http://www.fwisd.org/business/purchasing/Pages/business_opportunities.aspx

The School Board shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

The School Board will send to all Proposers and companies that have registered to receive RFP information each response to an inquiry that is made pursuant to this section. The School Board will send responses by email or such other method in its discretion, but email delivery shall be sufficient and the School Board is not responsible for any failure of the message to reach the recipient, and all interested

persons are responsible for reviewing Vendor Link to identify postings to the District Purchasing Department website that are responsive to inquiries.

1.7 Pre-Proposal Conference Registration and Conference

All interested vendors who intend to submit a Proposal for the District's RFP # 13-041, are invited to attend the **PRE-PROPOSAL CONFERENCE** to be held on **Wednesday, September 12, 2012 at 1:30 p.m. CST.**

The location of the pre-Proposal conference is the **School District's Board Room**, Fort Worth Independent School District, 2901 Shotts Street, Fort Worth, Texas 76107.

All interested vendors are encouraged to attend the Pre-Proposal Conference in person.

The Pre-Proposal Conference provides a forum for Proposers to ask questions concerning this RFP. Only written questions and written answers regarding this RFP shall be binding. All questions shall be submitted prior to the Pre-Proposal Conference scheduled for September 12, 2012 for clarification at the Pre-Proposal Conference or by Addendum.

Questions resulting from the Addendum issued after the Pre-Proposal Conference must be issued in writing prior to the Question Deadline scheduled for September 14, 2012. Answers will be provided in another Addendum on Wednesday, September 21, 2012 to the District's website:

http://www.fwisd.org/business/purchasing/Pages/business_opportunities.aspx

1.8 Preparation of Proposal

The Proposal shall be formatted in accordance with Section 7 against the requirements specified in Section 4 herein. All Proposals shall be prepared by, and at the expense of, the Proposer.

Proposers should not assume that their past and/or current experience with the District demonstrates knowledge of the District's current needs or that the District Student Information System Software Selection Committee possesses knowledge of this experience. The evaluation of each Proposal will be based upon the evaluation criteria applied to their Proposal submission.

1.9 Alternative Proposals

The Proposal should conform to the requirements contained herein. Proposers submitting conforming basic Proposals **may** submit alternate Proposals as complete **separate** offers, if the alternate Proposals offer technical improvements or modifications, which are to the overall benefit of the School Board. The School Board reserves the right to accept or reject any alternate Proposal.

Oral, Faxed, or Emailed Proposals or modifications will not be considered.

1.10 Signing of Proposal/Authorization to Negotiate

Each Proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify on the RFP Cover Sheet (Page 131) those persons authorized to negotiate on its behalf with the School Board in connection with this RFP.

1.11 Submission of Proposal/Period of Acceptance

Offeror should submit **one (1) original** and a minimum of **Twenty-five (25) copies** of their Proposal to the Issuing Office. Offeror shall also submit two **(2) electronic copies** (disk or CD, etc.) of their Proposal with their response each containing the final RFP response in both Word/Excel and PDF formats. The SIS Total Cost Summary Forms must be submitted in MS Excel format.

Proposal shall be placed in an envelope or package and identified with the RFP number and the name and address of the Offeror.

Proposals must be submitted on 8-1/2 x 11 white paper and shall include a table of contents properly indicating the section and page number of the information included. Elaborate bindings or other presentation aids are not required and will not enhance the overall evaluation of the Proposal.

All responses must include an RFP cover sheet (Page 130). The cover sheet should include the names, addresses and telephone numbers for the Offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office, and members of the Offeror Proposal team.

All Proposals shall be accepted if received and date/time stamped in the Issuing Office no later than the closing date and time shown on the cover page. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

Proposals received by telephone or facsimile machine will not be accepted.

Offeror may recite the contents of this RFP in their Proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in Offeror's Proposal, the language of this RFP and its addenda shall prevail.

Offeror shall submit the following documents/information:

- cover page of this RFP (Page130) with an original signature of an **agent authorized to bind the company**, title and all requested information
- acknowledgment of any addenda
- Proposal as requested

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

It is the Proposer's sole responsibility to assure that its Proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs no higher than that stipulated in their Proposal if a final contract is approved by the School Board on or before 120 days after the date set for the opening of Proposals.

The School Board reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful Proposer other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Proposer a competitive advantage.

The contractor shall notify the School Board in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.

1.12 Evaluation of Proposals

All Proposals will be evaluated for responsiveness to the requirements of the RFP, and to the responsibility of the Proposer. A Proposal will be considered responsive if it complies in all material respects to the requirements of the RFP.

Section 6: "Proposal Evaluation Process" outlines the evaluation steps for this RFP.

After the formal RFP evaluation process, the evaluation committee will present the top-ranked firm to the School Board requesting permission to negotiate with that firm. The School Board may elect to award a contract to more than one Offeror. Should the School Board determine in writing and in its sole discretion that only one Offeror is

fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

1.13 Award of Contract

The Selection Committee will analyze all RFP responses submitted in a timely manner and will follow the RFP evaluation process outlined in Section 6, "Proposal Evaluation Process" and standard procurement procedures. A final contract will be negotiated with the top-ranked firm and approval by the Board.

The acquisition of any product, equipment, or service in connection with this RFP that is outside the scope of this project, is subject to the approval of the School Board. The School Board has no liability to any Proposer participating in this RFP process prior to when the School Board approves the issuance of a contract to that Proposer.

Any contracts resulting from this RFP shall be awarded to the firm(s) whose Proposal meets the requirements of the RFP and is to the best advantage to the School Board, as established by the criteria listed herein. Each category will be independently evaluated.

The contract as issued, will incorporate by reference the "Contract Documents," defined to include, but not necessarily be limited to, this RFP and the accepted RFP Response (although the School Board reserves the right to reject any objectionable terms of any such RFP Response, which terms then shall not be included in the Contract Documents) and the School Board/Vendor agreement.

Proposers within the Competitive Range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to their Proposal (or a Best and Final Offer) as may result from negotiations.

Board approval of the contract constitutes an award pursuant to this RFP.

Following Board approval, the Purchasing Department will notify the selected Proposers in writing of the award, as memorialized by the contract. Upon receipt of that written notification, Contractor shall commence performance under the Contract and upon receipt of a School Board purchase order.

1.14 Notifications to Unsuccessful Proposers

The Purchasing Department shall notify all Proposers after the recommendation for contract award has been made by the Selection Committee.

1.15 Term of Contract

The School Board anticipates that a contract will be established effective immediately upon Board approval, legal review of the contract and issuance of the purchase order. This contract will continue for a period of five (5) years after the initial “go-live” date. The School Board anticipates entering into a long-term SIS software maintenance agreement with the successful Proposer following the software warranty period. Proposers are requested to cost out maintenance services for four (4) years following the first year warranty period.

1.16 Disclosure of Proposal Content

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

1.17 School Board Rights

The School Board may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The School Board reserves the right to:

- A. reject any or all of the Proposals or to waive any irregularities or informalities in any Proposals;
- B. issue subsequent Requests for Proposals;
- C. cancel or amend this RFP prior to the Proposal due date. All amendments and additional information will be posted to Fort Worth Independent School District's website listed below. Proposers are required to check this website frequently;

http://www.fwisd.org/business/purchasing/Pages/business_opportunities.aspx

- D. remedy technical errors in the Request for Proposal process;
- E. appoint evaluation committees to review Proposals;
- F. seek the assistance of outside technical experts in Proposal evaluation;
- G. approve or disapprove the use of particular subcontractors;
- H. establish a short list of Proposers eligible for discussions after review of written Proposals;
- I. negotiate with any, all, or none of the Proposers;
- J. solicit best and final offers from all or some of the Proposers;
- K. award a contract to one or more Proposers;
- L. choose not to award a contract in the School Board's best interest;
- M. award this contract to the vendor who in the School Board's opinion is most responsive and responsible, and will perform in the best interest of the School Board. Price alone will not be the determining factor in the contract award;
- N. determine whether or not a product is equal or equivalent to specifications; and
- O. retain Proposals and all submitted documentation.

1.18 Ownership of Products

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the School Board.

Upon termination or expiration of the contract, the Proposer, if awarded, agrees that all School District data may remain on the Proposer's software and will remain on the system platform until there is a successful transition into another system or platform. In no event will the Proposer if awarded a contract ever withhold School District data and the School District will have access to the data on the platform and in the format on the system software at all times, even if the parties are in a contractual dispute and following any default, cessation of the Proposer's business, sale of Proposer's business to another entity, bankruptcy of a Proposer, or any other circumstances. This provision shall be binding upon all successors, assignees, trustees, transferees, and purchasers of the Proposer.

1.19 No Contact with School Board or District Staff

Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent. School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives about potential contracts with the School Board once a Request For Proposal, request for quote, invitation to bid, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Request for Proposal, request for quote, invitation to bid, and invitation to negotiate, or request for qualifications.

1.20 Funding Out Clause

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP, and must be agreed to by all Proposers. The Fort Worth Independent School District may, during the contract period, terminate or discontinue the purchase of goods, services, or systems covered in this RFP at the end of the District's then current fiscal year and upon 30 days prior written notice to the contracted vendor. Such prior written notice will state:

- that the lack of appropriated funds is the reason for termination and
- agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another vendor in the succeeding funding period.

The complete statement, "This written notification will thereafter release the School Board of all further obligations in any way related to such goods, services, or systems covered herein." must be included as part of any agreement with the School Board. No agreement will be considered that does not include this provision for "funding out".

1.21 Availability of Funds

The obligations of the Fort Worth Independent School District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Texas and the School Board. All purchases are contingent upon available District funding.

1.22 Representations

No representations or guarantees of any kind, either expressed or implied, are made with regard to the matters of information contained in this solicitation.

Proposers must rely solely on their own independent assessment as the basis for the submission of any offer made.

1.23 Award

As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a District wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offeror are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Texas Statutes.

See Section 6 for Proposal Evaluation Process.

1.24 Phasing Requirements

The installation of the goods, training, and services described in this RFP must be phased and scheduled to coincide with the District's operational needs based upon the software Proposer's best recommendations and practice.

The modules of the SIS will be implemented between January 1, 2013 and August 9, 2013, a span of approximately 7 months.

Upon award of the contract on December 11, 2012, the successful vendor and FWISD will complete a desired phased implementation plan by January 11, 2013, to include, but not limited to, considerations around priorities in implementation modules, grade levels to begin (elementary, middle, high), training plans, vendor staff training vs. train-the-trainer model (possible combination), and thresholds of levels of attainment participants should reach to demonstrate proficiency.

Our existing SIS from Tyler Technologies will continue to be used during the implementation of the new SIS solution. This requires building a temporary interface between Tyler and the new SIS.

The new SIS must be implemented, fully operational, and utilized by all FWISD staff members by August 12, 2013. The SIS implementation includes the ingestion of all desired legacy data from Tyler and/or other compatible systems, verification of data for the purposes of reporting to Texas' Public Education Information Management

System (PEIMS). PEIMS is a statewide reporting system that enables school Districts to provide information on District organization, finances, staff, and students to the Texas Education Agency (TEA). TEA determines the specific data the Districts must provide and the format that must be used when reporting the data. Data is collected by TEA four times each year, and different requirements apply to each submission.

Implementation follow-up must continue after the system is functional in August 2013. The new SIS vendor should provide a presence to remain on-site through December 2013 to assist with continued training, ad-hoc report generation, and continued technical support as needed.

Table 1-2 below summarizes these phasing requirements.

Table 1-2: Phasing Requirements Summary

Time Frame	Activity
12/2012	<ul style="list-style-type: none"> SIS Contract Awarded
12/11/2012 – 01/11/2013	<ul style="list-style-type: none"> SIS Vendor, CELT, and FWISD will complete desired phased implementation and training plan
01/14/2013	<ul style="list-style-type: none"> Pilot schools are identified for first implementation Implementation begins at selected schools Data conversion begins
02/11/2013 – 02/22/2013	<ul style="list-style-type: none"> SIS Pilot Training Plan completed
02/25/2013	<ul style="list-style-type: none"> SIS Training model deployed in pilot schools
03/04/2013 – 03/22/2013	<ul style="list-style-type: none"> SIS components installed and Pilot schools begin using SIS SIS Training model continued
03/04/2013 – 05/17/2013	<ul style="list-style-type: none"> All major SIS components installed in all schools
04/08/2013 – 04/19-2013	<ul style="list-style-type: none"> SIS Training model revised for full district implementation
04/2013 – 07/2013	<ul style="list-style-type: none"> All teachers and staff members of FWISD receive appropriately defined training and achieve desired levels of attainment
08/09/2013	<ul style="list-style-type: none"> All schools begin using SIS TEA PEIMS state reporting being performed out of new SIS

2. BACKGROUND

2.1 Introduction

This section begins with background information on the School District, the organizational structure, and the educational services provided by the various programs and schools. In addition, information provided is focused on the overall expectations for the Student Information System, as well as the District's specific needs. It also describes existing services, issues, and infrastructure that the District expects the Proposer to address and incorporate into their solution. Additionally included are some of the issues that need to be considered when migrating from the District's current Student Information System to the new system.

2.2 Fort Worth Independent School District

The District serves approximately 81,500 students who reside in the Fort Worth area, representing the region's diverse socioeconomic mix.

2.2.1 General Information about the District:

The Fort Worth ISD is controlled locally through a Board of Education Trustees elected by voters within each District. Nine Trustees serve as single-member District representatives. All of the Trustees serve indefinitely. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. A policy-making body, the board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

2.2.2 District Demographics

With over 81,500 students, Fort Worth ISD enjoys a diverse student population and strong community partnerships. The annual budget for the District for 2011-2012 school year totals \$588,295,961. The District operates 142 schools, which includes 83 elementary schools, 28 middle schools and 6th grade centers, 14 high schools, and 17 special campuses.

The following table summarizes the number of students and District staff at various levels as of March 2012:

Students			Staff	
Type	Number of Schools	Number of Students	Type	Number of Staff
Elementary K–5 schools	83	40,459	Teachers PreK–5	1,936
Middle schools	28	17,096	Teachers 6–8	1,108
High schools	14	19,252	Teachers 9–12 Instructional Assistants	1,380
Special campuses	17		Teacher sub-total:	4,424
Early Education		343	Special Education Staff	273
Pre-Kindergarten		4,361	School-based administrators	414
School Enrollment Total:	142	81,511	Staff Total:	5,111

The School District is governed by a nine-member board that is elected by the community and is responsible for appointing the District Superintendent. For further factual and statistical information describing the District, please visit our website at: www.fwisd.org

2.3 Current Student Information System Operations

The Fort Worth ISD currently uses Microsoft servers (2008) and SQL data bases (2008). The District performs a number of functions through a variety of applications as summarized in the following pages.

The Tyler TEMS Student Information System is the student information system currently being used throughout the district. Tyler Tems runs on Microsoft servers using SQL data bases.

The district also uses Munis, a Tyler product, for Finance and Human Resource. Those systems are not being replaced. The new student system must be able to interface with the existing Munis HR module where the two systems share information about teacher/staff certification, professional development and cost reporting.

Report cards for grades pre K-12 are produced directly out of the Tyler TEMS Student Information System. Transcripts for 9-12 students are also produced in Tyler TEMS.

The Tyler SIS is a web enabled environment that has been customized for State reporting specifically to meet PEIMS and Health services requirements. Tyler has developed user defined fields for FWISD during the past three years to accommodate needs of the district.

Many other programs are used by the district to meet the needs of various departments. Some of these systems could be eliminated with the implementation of a new SIS that meets the School Board's requirements.

The District has an **Operational Data Store and a Data Warehouse** containing educational information that was developed in-house several years ago and is the primary resource for reporting student data to the FWISD user community. Data from Tyler is used to populate SQL Server tables each night. Users authenticate through active directory and access a number of parameter-driven reports written exclusively in Microsoft SQL Server Reporting Services (SSRS). When the new SIS is implemented, it will require re-writing the SQL Server Integration Services (SSIS) packages, mapping the data elements from the SIS to ODS and DW. The data is populated as needed by the district. The ODS data warehouse will continue to be a vital part of FWISD's information systems after the new SIS is implemented.

The Grade Book and Attendance is imbedded in the Tyler TEMS, has been used for three years to record student grades and take attendance throughout the district. Student and teacher schedule data exists in the Tyler TEMS. Grades and attendance are entered by the teacher and are maintained in Tyler TEMS. Primary grade-level report cards are produced directly out of Tyler each six weeks. Secondary grade-level report cards are also produced out of Tyler each six weeks. Transcripts are produced four times a year.

The scheduler that is in the Tyler TEMS is currently being used at most middle and high schools for scheduling purposes. This software has only been used within the district for three years. It was implemented because it is part of the current system. It has the ability to automatically create student schedules based on user-defined rules using various parameters. The new product should have the ability to reschedule students to minimize conflicts and produce the best master schedule possible, eliminating dropped courses and balancing classes.

A district developed Parent Portal is a web-based Parent and Student Portal used for students and parents to access grades and attendance information on a real-time basis 24 hours a day over the web. Parents can see their child's academic performance on individual assignments or view a list of missing assignments in grades 1-12. This system would either be replaced by the new SIS or integrated into the new SIS.

Curriculum Framework is a program created for the district by an outside vendor (MachB). It contains the curriculum for the district in grades pre-K through 12 that provides interventions, testing information, lesson planning and scope and sequence alignment. The district imports teacher information from Tyler Tems and student testing data from DataSmart.

WebSmart, from School-link Technologies (SL-Tech), is the food service system used throughout the District for Point-of-sales at the cafeterias. Basic student data is exported from Tyler TEMS and used to populate this system. Free and reduced lunch information about students is exported from WebSmart and posted into Tyler TEMS. There is no real-time access between this system and Tyler TEMS. This system will continue to be used with the new SIS.

Versatrans, from Tyler Technologies, is the district's Transportation's bus routing and scheduling system. Data is exported from Tyler Tems and used to populate this system. Data for Texas Education Agency reporting is exported out of Versatrans and posted into Tyler TEMS. There is no real-time access between this system and Tyler. This system will continue to be used with the new SIS.

Destiny, from Follett Software Company, is the Library Management system that is used throughout the District. Data is exported from Tyler TEMS and used to populate this system. There is no real-time access between this system and Tyler. This system will continue to be used with the new SIS.

DataSmart, from School City Software, is the Assessment Management System used throughout the District. Data is exported from Tyler TEMS and used to populate this system. Data from TEA required testing results is imported into DataSmart for District use. This system would be replaced if the new SIS contains appropriate testing software.

Parent Link, from Parlant Technologies, is the call-out system used throughout the District. The system is used by schools to call for attendance purposes, school related functions, report cards and emergency school closings. The District can also make calls for emergencies and announcements. Student and staff data is imported into the Parent Link system from Tyler TEMS and Munis HR system. This system will continue to be used with the new SIS.

Encore System, from Spectrum/Global is the system used by the district for special education management. It is built on a district-wide database. It is a web-based system which runs on Microsoft servers and SQL data bases. It has been in use by the District since 2003. It implements about 70 different "forms" related to the management of all SPED students within the District including the Individual Education Plan (IEP).

The system is tied into Tyler TEMS in real-time for “read-only” access to ensure the accuracy and consistency of student ID, name, school, grade, birthdate and other related data used across all “forms”. The system has an extensive set of business rules built into the validation process of each form to ensure completeness, accuracy and compliance. It updates Tyler data nightly. Data related to SPED (student exceptionalities, eligibility dates, etc.) required for TEA state reporting is imported into Tyler nightly from Encore.

The existing SPED system will continue to be used by FWISD. The SPED system uses files from Tyler to refresh its data base. Those files will be “kept alive” after the new system is implemented and they will be populated at least daily, and possibly more frequently, from the new SIS. A process must be written to extract the data elements out of the new SIS and populate those data elements in the Encore system.

As a result, the functional requirements related to SPED for the new SIS are essential for proper data management. The SIS must be capable of meeting the TEA state reporting requirements which requires that it maintain those data elements defined in the “Special Education Student Reporting Format” of the TEA’s web site, <http://www.tea.state.tx.us/peims/>

NOTE: The vendor responses to Appendix A for tab H – Special Education – are informational only and WILL NOT be used in the computation of points as described in section 6.3 “Phase 1: Evaluation of Vendor RFP Responses”. The vendor responses on tab H will not positively or negatively impact any part of the computation of points on the evaluation of the vendor.

Student Contact Logs were developed in-house for the Student Services Department. It is a web base application embedded in SharePoint that allows users at the schools, the Student Services department, Social Workers, Truancy Officers and the Families in Transition office to input, follow up and print student referrals or data about the families in transition (homeless). The application database is a SQL Server 2005 database. Data from Tyler is staged into intermediate files on an SQL server where it is used by the Student Contact Logs for “read-only” access. Data elements in these intermediate tables will need to be mapped to the new SIS and populated in order for the Student Contact Logs to work after the new SIS is implemented. No data is updated in Tyler from the CMS system.

2.4 Current Technology Infrastructure

- The Data Center has a backup UPS that will last at least 1 hour on battery along with precision cooling systems. In addition there is an onsite backup generator that will run for two days before requiring additional fuel.
- The district uses a hub and spoke network topology. Each school is directly connected to the data center (hub) via fiber or metro Ethernet services. Elementary schools and 6th grade centers are connected at 100mbps. High schools and middle schools are connected at 1Gbps. Most administrative facilities are connected at 1Gbps with the exception being smaller offices that are connected at 100mbps.
- Each school network has a 1GB capacity to the desktop computers.
- There is only one internet access point for the entire district. The District currently has 1Gbps circuit to the internet.
- All classrooms in our schools are fully covered by 802.11a/b/g/n wireless LANS
- Many of the office areas are covered with 802.11 a/b/g/n wireless LANS.
- The School District currently supports Internet Explorer Version 8.0 or higher. It may consider supporting other browsers going forward.
- The School District is standardized on Microsoft Windows XP (migrating to Windows 7 in the next year and a half) and Microsoft Office 2007 (migrating to Office 2010 in the next year and a half) on the desktop.

2.5 Future Network Architecture Environment

The district has just completed upgrading all of its campus and administrative networks and will not be making any major upgrades for the next 2 years.

2.6 Technology and Information Services Departments

Technology and information services for the School District are carried out by many departments. The Network Engineering department provides support for the back-end business applications, web, email, network infrastructure, and servers/data center support. The Application Development Department provides custom programming and data support. The Customer Service Department provides support for classroom software application support, desk-top support, helpdesk. The Educational Technology Department provides training on software to teachers and administrator.

The departments are headed by

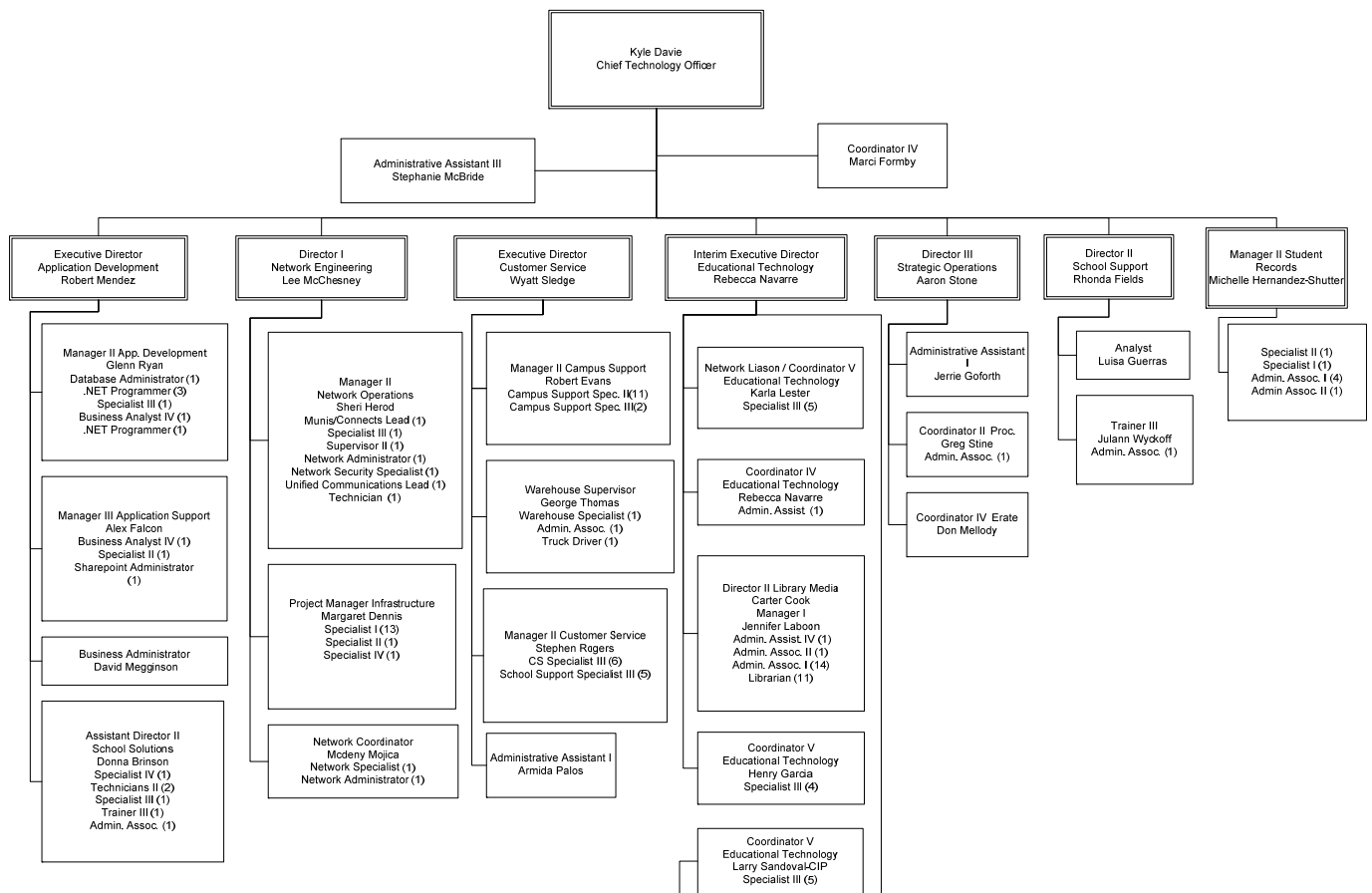
Network Engineering - Lee McChesney

Application Development – Robert Mendez

Customer Service – Wyatt Sledge

Educational Technology – Becky Navarre

Figure 2-2. Division of Technology Organizational Chart



2.7 Student Information System Vision

The School Board's vision for the new Student Information System is to provide access to accurate, timely, and meaningful student data for all stakeholders (students, parents, staff, and community) for the purpose of enhancing student achievement and creating life-long learners. Access to complete and consolidated information will support data driven decisions at all levels of the organization. Access to the information in the system will be extended to the following, based on the School Board's security access standards:

- District administrators, supervisors, staff, and District research department
- District school site administrators, staff, including but not limited to, principals, assistant principals, counselors, specialists, and clerical support staff
- the entire teaching staff
- parents of students in Fort Worth Independent School District
- community agencies and organizations as appropriate

3. GENERAL REQUIREMENTS

3.1 General Requirements

The primary goal of this project is to implement an SIS to replace the current TEMS Student Information System which will support the needs of all School Board personnel with an integrated, enterprise web-enabled system that is centrally located and managed. The new system will be configured around an enterprise relational database with the capacity to support School Board's needs for the foreseeable future (ten years minimum). A key focus of the new system is its flexibility to meet current and future needs of the School District without the need for vendor custom programming.

- The new Student Information System must address the broad needs detailed in the functional requirements specifications detailed in Appendix A – Student Information System Functional Requirements Response Forms.
- As does the current SIS, the new system must feed the District's data warehouse Operational Data Store and a Data Warehouse through nightly exports. The data warehouse is the central repository of not only data from the SIS, but any and all other silos of data throughout the District, enabling users to access all the data they need from one place. All of the functionality and reports available in Operational Data Store and a Data Warehouse will not be affected by the replacement of SIS as long as data can be mapped from the new SIS to the same destination files in ODS and DW that SIS used.
- The new SIS must interface with the external systems that have been detailed in Appendix C – Student Information System Interface Requirements. These interfaces are in one of two categories: (1) data exports designed for import into the external system and (2) direct access of the SIS tables for read-only access.
- Training and professional development will be provided to administrators, faculty, and other staff to ensure the timely implementation and effective use of the new system.
- There must be a method for providing timely user and technical support.
- Selection of the new Student Information System will consider not only purchase price, but also life-cycle costs associated with maintenance, support, and training as well as being the best system for the School Board.
- Ease of use — By incorporating an easy-to-use user interface (including graphics, speech, animation, and video as they evolve), the system must enable users to solve many problems themselves.

- Reliability/Availability — The system must minimize hardware and software failure so people will have the confidence to rely on it. Backup/Restore functions must not interrupt FWISD users.
- Maintainability — When problems occur or software upgrades are needed, support must be available from a central location. SIS software upgrades must require little or no down time.
- Supportability — To coordinate support when assistance is necessary, support staff must have access to information regarding all previously reported problems and their solutions.

3.2 System Scalability and Performance

Student Information System must be scalable and able to process concurrent user transactions within acceptable industry response times for similar types of transactions. Response time is defined as the interval from the time a user sends a transaction to the time a visual confirmation of transaction completion is received. The response times below are to be met under normal workload conditions, including peak periods where most District offices and schools are performing similar functions within the same short time period (such as attendance accounting, student data inquiries, and grade reporting and printing).

As a condition of the District's acceptance testing procedure, response time for the new SIS will be tested and measured by District technical staff.

The system will be deemed satisfactory and acceptable if the following minimum response time criteria have been met:

- Unique transactions that the SIS is capable of performing must exhibit 5-second or less response time with the equivalent of a T1 data connection. The SIS itself (using the proposed vendor recommended database platform, web server, and hardware) should be able to generate a basic web page within 1 to 3 seconds, given the specified load.
- A database query could take up to five (5) seconds. The vendor will be expected to guarantee performance of their solution.
- The field to field on-screen data entry response time will be less than .5 seconds.
- Specific exceptions will be made for complex functions such as generating a complex search. For any specific functions that inherently require longer response times than the range above, the Proposer must itemize these functions and state the anticipated response times (with accompanying reasons) in the Proposer's submittal. The itemized information must be

available and clearly discussed in the Proposers submittal in Section 7 of the RFP.

- Any other conditions or exceptions to the metrics stated in the above paragraphs must be identified by the Proposer in the Proposal. These response time requirements are intended to insure application usability and acceptable performance from a user's perspective.

3.3 Data Query and Reporting Facilities

The SIS reporting and query capabilities should allow for a wide variety of report types including summary, detail, forms, drill down, as well as allowing for fast and easy report creation using report wizards that easily integrate with Microsoft Office products and other third party applications, such as Microsoft SQL Server Reporting Services (SSRS). The School District's standard is Microsoft Office 2007 Professional for administrative users.

3.4 General System Requirements

The Proposer must provide a detailed explanation of how its solutions will effectively address each requirement stated as an SIS Requirement, and will provide a detailed explanation of how its solutions will effectively perform all aspects of the scope of services identified in the RFP. At a minimum, the detailed explanation by the Proposer will identify and discuss the following:

- The Proposer will identify all hardware that is necessary in order to implement the system effectively to meet the requirements of specifications established by the Fort Worth Independent School District.
- The Proposer will identify the required hardware and equipment and at what cost to the School Board.
- The Proposer will identify in detail all operating system software necessary to operate the system in accordance with the above-stated requirementsThe
- Proposer must identify all sub consultants it will use in the development of hardware and/or software for this engagement. For each sub consultant identified, the scope of work will be provided in the Proposal.

4. PROPOSAL SUMMARY AND PROPOSAL ORGANIZATION

4.1 Introduction

This section contains instructions to Proposers on how to prepare their written responses to this RFP. As Proposers prepare their responses, they should be guided by the **Table of Contents in Section 7: RFP Response Format and Contents**. Proposers must factor into their written response the information presented in Section 2, Background; Section 3, General Requirements; Appendix A, Student Information System Functional Requirements; and requirements specified in this section (Section 4).

4.1.1 Respondent's Responsibility

A respondent, by submitting a Proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the Proposal is made in accordance therewith; and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board; and
- C. Before submitting a Proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award because of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

4.1.2 Licenses and Certificates

- A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws of the State of Texas, such as but not limited to: Business Tax Receipts, business licenses, Texas sales tax registration, Federal Employers Identification Number; and

- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Texas. Each firm shall submit with their Proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

4.2 Firm Qualifications Requirements

The purpose of the Firm Qualifications Requirements section is to provide the School Board with the ability to verify the experience and knowledge claims made in the Proposal by the Proposer and to assess the Proposer's prior record in providing services to other organizations. If the Vendor's Proposal involves the use of any subcontractor, where the subcontractor's project involvement exceeds ten percent (10%) of the Proposal Total Cost amount, the subcontractor must also comply with the Proposer qualifications requirements identified in the following sections:

4.2.1 Firm History and Background

4.2.2 Firm Required Financial Information

4.2.3 Customer References

4.2.4 Project Team Experience and Proposed Staffing

Proposers are advised that the information and responses to this section will assist the School Board in determining the vendor's financial viability and its commitment to the proposed SIS.

4.2.1 Firm History and Background

Please describe the Proposer's corporate background and experience. Specifically address your corporate history and experience in developing, installing and supporting SIS software for school Districts whose needs and size are comparable to those of Fort Worth Independent School District, Texas. The School Board is particularly interested in your experiences and success in the state of Texas.

The Proposer must provide the following information:

- general information about the Proposer's organization
- identification whether the firm is the prime Proposer or subcontractor on this project
- date established

- corporate office location
- licenses & certifications
- documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) For non-Texas businesses submit documentation from the state in which the business was formed and documentation from the State of Texas providing authorization to perform business in the state of Texas.
- Federal Identification Number of firm
- ownership interests
- Active Business venues (counties, states, etc.)
- present status and projected direction of business
- number of technical and service staff available to support installation, training, documentation, and maintenance efforts
- number of technical staff devoted to new product development and/or enhancements to current Student Information System products
- please explain any past history in working with Fort Worth ISD

4.2.2 Firm Required Financial Information

The Proposer must provide the following financial information:

- Dun & Bradstreet number and report, if available
- Annual Report for the last year
- Statement of Income and Retained Earnings for the last two fiscal years
- Statement of Changes in Financial Position for the last two years, as applicable
- Balance Sheet for the last two fiscal years
- Opinions concerning financial statements from a Certified Public Accountant for the last two years, as applicable

- The Proposer must identify each lawsuit against the Proposer, or any affiliate, subsidiary, sister corporation, holding company, or owner of an interest of 10% or more in the Proposer, and against the chief executive officer or president, treasurer, any executive vice president or the corporate secretary during the ten year term immediately preceding the date on which the Proposal is submitted. For each lawsuit identified, please explain the nature of the lawsuit and how it was resolved. If it is still pending, please identify whether or not a trial date has been set. Also identify where the lawsuit is pending and in which court. For purposes of this section, the term “lawsuit” means any action filed in a state court, a federal court, and also any administrative agency litigation and arbitration.

4.2.3 Customer References

The School Board is looking for the Proposer to demonstrate its experience with school Districts comparable in size to Fort Worth Independent School District, Texas as well as their experience with specific implementation in the state of Texas. Please provide at least three (3) school District references for the SIS with the current software release fully implemented and a student enrollment of 50,000 students or more. Please do not provide references for Districts using a product other than the one you are proposing.

The customer references submitted must be recent, whereby the Proposer must have implemented the respective system within the last three (3) years. The customer references must be organizations whose business processes and data needs are similar to or exceed those performed by the District in terms of functionality, complexity, and transaction volume.

Specifically, the referenced customer/project will be considered comparable if they contain the following minimum attributes:

- a District with a recent version of the proposed SIS software installed and fully operational and supporting an enrollment of 50,000 or more students
- a District that can demonstrate that they can meet all of the Texas Education Agency state reporting requirements using the proposed SIS software system by the time the SIS implementation is completed

For each reference, the Proposer shall provide the following information:

- customer name

- customer address
- current telephone number and fax number of a customer employee most familiar with the project along with their email address for reference verification
- time period over which each project was completed
- list of products installed and operational
- number of students in school District
- number of school sites
- estimated number of employees

In addition, for the proposed SIS product, please list the number of school District customers the Proposer has in Texas as well as the number of Districts in other states indicating with an asterisk those Districts over 50,000 students.

Project Team Experience and Proposed Staffing

In the following section, please discuss your firm's proposed Project Organization and Project Staffing. To assist the Proposer with its response, please refer to Table 4.1 District-Provided Project Resources. The District technical resources will be available throughout the course of the SIS implementation.

Table 4-1: District-Provided Project Resources

Project Team Role	Number	%	Comment
Project Sponsor	One (1)	5%	Duration of project
District Project Manager	Two (2)	50%	Duration of project
Programmer	Four (4)	50%	Duration of project
Data Base Developer Architects	Three(3)	50%	Duration of project
Analyst	Two (2)	50%	Duration of project
Data Quality Analysts / SIS Trainers	Six (6)	50%	SIS Experts, Training, Testing
Design Review Manager	Four (4)	50%	Duration of project
Assessment Manager	One (1)	20%	Duration of project

4.2.4 Project Team Organization

Within the Proposal, the Proposer must provide an organizational chart of their proposed project team. The organization chart should include the Proposer's and **District provided resources** as defined in Table 4.1 to provide the School Board with an understanding as to how the Proposer envisions utilizing its and District's resources.

4.2.5 Project Team Staffing

Within the Proposal, the Proposer must define the roles and responsibilities of each of its assigned staff. In addition, please provide complete resumes of each staff member. Resumes should include work history related to SIS installation assignments. If the Proposer's solution involves use of subcontractors in an amount greater than 10% of the project's budget, the response must include resumes of any subcontractors.

4.3 Project Management Approach Requirements

Please describe your firm's Project Management Approach used to manage the design, configuration, and implementation of the new SIS. The project management components that the Proposer is responsible for include, but are not limited to, project workplans, project deliverables, schedules and budgets, risk management, change management, issue management, and quality management. Please address the following topics in your approach to Project Management.

4.3.1 Project Workplans

The Proposer will be responsible for the development and maintenance of a detailed work breakdown structure that must include, but is not limited to, the identification and definition of all project phases, stages, and tasks and the respective start dates, duration of tasks, dependencies of tasks, milestones, deliverable due dates, and responsible party (e.g. SIS Software Vendor and District personnel).

Within the Proposal, the Proposer must provide its proposed project workplans, preferably in Microsoft Project. The project workplan must identify all proposed tasks associated with the stages described in the **Background to the Preparation of the Project Work Plan** below. Please refer to the District's proposed schedule in Section 1.24 "Phasing Requirements" for the District's general timeframe for SIS implementation.

The project workplan must also include:

- Critical Path
- task dependencies
- project milestones and deliverables
- Task Owners by Organization (including tasks involving the Proposer and District and third-party Vendors)

The Proposer's project workplan must identify tasks where the District's subject matter and technical staff will be working independently or collaboratively with the Proposer staff during the design, development, configuration, and implementation phases of the SIS solution.

Background to the Preparation of the Project Work Plan

The School Board requests that the Proposer address the following general project tasks in its work plan:

- plan the overall Student Information System implementation schedules with assistance from the District (see Section 4.2.4, Table 4.1 District-Provided Project Resources);
- install the Student Information System software supplied as part of its Proposal and train District level technical staff during the initial testing of the new system;
- customize Student Information System product to support the District's business and operational requirements;
- convert the District's current SIS data;
- integrate into the Student Information System, periodic and annual report data elements required to support District, Texas, & Federal reporting needs;
- develop the SIS interfaces to the District's Educational Data Warehouse;
- test and provide a report to validate and verify that all SIS modules and functions meet the vendor's acknowledged specifications as listed in Appendix A of the Proposer's submittal and prove that all SIS modules operate properly;
- coordinate the training of site level administrative and teaching staff personnel in conjunction with the Student Information System and Local Instructional Improvement System roll out schedules,

including both the pilot project phase and the District-wide project phase;

- oversee the roll out of the new Student Information System to all school sites within the District according to the one year phase-in; and
- address the most optimum and practical methods of supporting both business continuation and disaster recovery

The Proposer should address all these tasks in their Project Management Plans.

4.3.2 Workplan Management Approach

Within the Proposal, the Proposer must describe the proposed approach to effectively managing the project workplan. At a minimum, the Proposer must describe the method for ensuring timely updates to the workplan, the approach for managing and communicating to the School Board changes, and the approach for tracking baseline versus actual or the methods and procedures employed in other District implementations.

4.3.3 Risk Management Approach

Within the Proposal, please describe your proposed approach to risk management. At a minimum, the Proposer must describe its approach to risk identification, risk analysis, risk response development, risk monitoring, and control or the methods employed in other District implementations.

4.3.4 Change Management Approach

Within the Proposal, please describe your proposed approach to change management. At a minimum, the Proposer must describe the change control system to be used and its approach to change identification, impact evaluation, change authorization, and change implementation or the methods employed in other District implementations.

4.3.5 Issues Management Approach

Within the Proposal, please describe your proposed approach to issues management. At a minimum, the Proposer must describe the issue management control system to be used and its approach to issue identification, impact evaluation, issue assignment, and issue resolution or the methods employed in other District implementations.

4.3.6 Quality Management Approach

Within the Proposal, please describe your proposed approach to quality management. At a minimum, the Proposer must describe its approach to quality planning, quality assurance, and quality control or the methods employed in other District implementations.

4.3.7 Knowledge Transfer Approach

Within the Proposal, please describe your proposed approach to performing knowledge transfer to School Board staff.

4.3.8 Communication Plan

Within the Proposal, please describe your proposed approach for communicating timelines to affected stakeholders.

4.4 Proposed Technical Environment

In response to this section, please provide an overview of the proposed SIS, including proposed hardware, software, technical architecture, and the proposed technical approaches to addressing the major areas of functionality that are to be provided within the SIS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials should be included to provide the School Board with a visual, as well as narrative, representation of the future operating environment.

The vendor must propose either a District hosted environment or a vendor hosted environment or both.

District Hosted Environment

For the District hosted environment the SIS will reside at District's data center. Please provide the District the optimum hardware and software specifications for the SIS during the configuration, testing, implementation, training, and production environments. Table 4-2 (below) provides a summary of the standard platforms and tools the District currently supports. If the Proposer has additional technical environmental requirements, please enumerate them as well.

Vendor Hosted Environment

For the Vendor hosted environment the SIS must reside in a secure external data center. In the Proposal, the Proposer must identify and provide detailed information concerning the following issues related to hosting, backup and alternatives for hosting, backup of data, and School Board access to its data.

- a. It is essential that the School Board will have immediate access electronically to all of its data. It is also essential that the proposed system have an adequate provision for backup of data and accessibility to data.
- b. The Proposer must identify the specific means by which data will be backed up and the schedule for backup. The Proposer must also identify how the School Board may obtain and access its data, and it will identify all conditions for such access and obtaining of data by the School Board, as well as the time period that will be the maximum amount of time that the School Board may be required to wait before it will receive requested data.
- c. The Proposer must identify where the system will be hosted, the equipment for the hosting, ownership of the server or other means by which the system will be hosted, and the details concerning the frequency with which the School Board will be provided with backed up data from the system so that the School Board may maintain its own alternative backed up data in the format regularly stored in the system.
- d. The Proposer will identify various solutions for hosting, backing up of data, and regular provision of backed up data in system format to the School Board, with price quotations for each of the various alternatives presented. If only one solution is offered, the Proposer will explain why it is unable to offer alternative solutions for consideration by the School Board.
- e. If the hosting system or backup fails for any reason, then the vendor at its expense, if awarded the contract, will be bound to restore the data to the level and in the format in which it was delivered by the School Board to the vendor.

Table 4-2: District's Standard Development and Operating Environment

System	Platform
Tyler MUNIS (Finance, HR and Payroll, Fixed Assets, Warehouse, Work Order, PM)	Windows Server 2008 R2/SQL 2008R2
E-Mail	Microsoft Exchange 2010 for staff email, Google.edu for student email
Learning Management System	Moodle
Server Operating System for Data Warehouse	Windows Server 2008 R2 64-Bit
Database Management System for Data Warehouse	Microsoft SQL Server 2008 R2
Web Pages	Microsoft SharePoint
Reporting Tool	Microsoft SQL Server 2008R2 Reporting Services
Desktop Operating System	Microsoft Windows XP and Windows 7
Directory Services	Active Directory 2008
Desktop Application Suite	Microsoft Office 2007 or 2010 Professional
Internet Browser	Microsoft Internet Explorer 8.0, or better

4.4.1 Network Infrastructure

Within the Proposal, please provide a diagram and a description of its proposed network infrastructure that is required to obtain acceptable performance levels with the proposed SIS system. The proposed solution must be capable of operating in the District's Intranet network environment and Internet environment as summarized in Sections 2.4 and 2.5.

4.4.2 System Infrastructure

Within the Proposal, please describe the proposed hardware and operating system platform and software components that will be included in the SIS environment. Please address the following areas:

- hardware platform
- operating system
- database
- web application development
- report writers
- data modeling tools

Please discuss any concerns the vendor has in regard to the SIS application response times summarized in Section 3.2 “System Scalability and Performance.” Please show how the proposed system will operate within the District’s Shared Services environment described in Section 2.4.

4.4.3 Database

Within the Proposal, please describe the proposed database management system (DBMS) and high-level database structure to be utilized in the proposed SIS environment.

4.4.4 Software

The School Board is expecting a single user interface to access the SIS. Please describe the proposed software components that will be included in the SIS solutions, including software language, software modules, public domain software (if any), commercial off-the-shelf (COTS) software product(s) (as applicable), and standard and ad hoc reporting software. For each software product, please identify the vendor, version, and key features of the product.

The School Board is expecting regular and industry acceptable processes and distribution for OS security & patch management.

4.5 Proposed Solution Approach

Describe the overall functionality of the proposed solution.

The Proposer's SIS solution must provide functionality that fully supports but not limited to the major processes discussed in Section 2 "Background," and Section 4.4 "Proposed Technical Environment."

- approach to meeting SIS requirements as delineated in Appendix A
- approach to interfacing with other School Board mission-critical applications
- School Board, Texas Education Agency, and Federal Reporting

The proposed solution must provide a single interface to perform all functionality being delivered by the vendor for the proposed solution whether the function is being served by the Proposer's software, public domain software, or a third-party tool or software product.

4.5.1 Approach to Meeting SIS Requirements

Appendix A, Student Information System Functional Requirements Response Forms contain a matrix of the application requirements for the SIS project. The Proposer is required to complete the matrix to indicate if they are capable of meeting the requirements of the individual specifications. If the Proposer's SIS product cannot meet specific application functional requirements specified in Appendix A, then the Proposer should describe how they would extend their SIS product to meet those requirements.

4.5.2 Approach to Interfacing with Other District Mission-Critical Applications

Within the Proposal, please describe your firm's approach to interfacing with the other District mission-critical applications. Please refer to Appendix C: Student Information System Interface Requirements for file layouts and data element formats, and describe how the Proposer plans to seamlessly exchange data with other School Board systems.

4.5.3 Approach to School Board and Texas Education Agency Reporting

The Proposer will be required to meet The Texas Education Agency PEIMS Data Standards requirements and the Student Accounting Handbook, located on the TEA web site <http://www.tea.state.tx.us/peims/>.

The student software must remain in compliance with the PEIMS Data Standards and the Student Attendance Accounting Handbook as mandated by TEA for the duration of the contract.

Specifically:

- the current-year version of the “Data Standards” ” (e.g. “2012-13”) are on line.
- The Student Information System must also be compliant with the Texas Records Exchange (TReX) and the weekly entry and withdrawal system (PET).

In addition, please discuss the Proposer’s program for maintaining its compliance with changes to Texas Education Agency reporting requirements going forward. For example, the PEIMS Data Standards will be changed to the new Texas Student Data System (TSDS).

4.6 Proposed Approach to Enhancements and Customizations

In order to satisfy the technical and business requirements identified throughout this RFP as well as the SIS specifications outlined in Appendix A, the Proposer may be required to make customizations to the SIS product (for example, software features developed specifically for the state of Texas that are not currently contained in your product such as the Texas Education Agency reporting extracts). The School Board asks the Proposer to explain its approach for prioritizing and developing software package extensions or customizations.

4.6.1 Approach to Enhancing SIS Software

Within the Proposal, please describe the Proposer’s system design and development approach for making enhancements to the SIS software. Explain the tools used to develop product.

4.6.2 Software Customizations for the School Board

Within the Proposal, please describe your proposed approach for determining and developing customizations to the SIS software to meet any School Board specifications that are currently unmet by the Proposer’s SIS product.

4.7 Testing Strategy

The School Board expects the Proposer to validate that the customizations and configurations made to its SIS system will operate properly in the School Board’s technical and business environment. The Proposer is responsible for establishing all appropriate testing environments to support SIS testing activities. In order to ensure that each component of the SIS has been adequately tested prior to implementation, the Proposer is responsible for performing and/or overseeing the following minimum

levels of testing: Unit Testing, Systems and Integration Testing, and User Acceptance Testing. These testing levels are described below:

- **Unit Testing:** Unit Testing is performed by an application developer or tester on an individual software module or component in the development environment. During Unit Testing, the developer or tester must test all unit logic paths and conditions for accuracy, efficiency, and conformance to the respective requirements.
- **Systems and Integration Testing:** Systems and Integration Testing is testing the integration of the individual modules within a subsystem, subsystems within a system, and the components of the overall SIS. In addition, performance and stress testing of the SIS application and related network must be conducted. Systems and Integration Testing must be conducted in the Test Environment. Performance and stress testing must be conducted in the Test Environment and Production Environment. In addition to the Proposer, a minimum of three (3) District staff will also be performing Systems and Integration Testing.
- **User Acceptance Testing:** User Acceptance Testing provides end-users the ability to test the new system. Testing at selected elementary, intermediate, and high school sites may serve as User Acceptance Testing for District modules. Formal User Acceptance Testing must also be scheduled for District-level modules.

The Proposer is responsible for testing and validating the successful installation and operation of all third-party software that the Proposer provides as part of the solution.

4.7.1 Approach and Description of Testing Strategy

Within the Proposal, please provide an overview of your testing strategy. This must include, but not be limited to, the identification and overall approach to all levels of testing (e.g., unit testing, systems and integration testing, and user acceptance testing), proposed testing environments (e.g., location, hardware requirements, etc.), approach to requirements traceability, and proposed testing participants.

4.7.2 Approach to Testing Documentation

Within the Proposal, please describe your proposed approach for documenting testing components (e.g., test procedures, test cases, test results, etc.).

4.7.3 Approach to Using Testing Tools

Within the Proposal, please identify your proposed testing tools, describe the features provided in the proposed testing tools, and identify the levels of testing which will use the tools.

4.8 SIS Data Conversion Strategy

All legacy and historic student data will be converted to the new SIS system by the software vendor with assistance of the School Board's IT staff. There are approximately 4 years of data in the current Tyler student system and 6 years of data in the Central Student Data Base (CSDB) in Fox Pro.

During the Project Start-up stage, the Proposer will be required to provide an overall SIS Data Conversion Plan that will guide the Proposer and the School Board through a structured, orderly, and seamless transition from the existing systems to the new SIS. The Data Conversion Plan must describe all related tasks, preparatory actions, required resources, time frames, work products, and success criteria for software conversion and data conversion. Software conversion includes the technological transition from the existing system environment to the new SIS production environment. Data Conversion includes the manual and automated conversion, as appropriate, of existing and historical data to the new SIS. The Proposer is required to convert all student-level data from Tyler Student Information System and the CSDB (Fox Pro) system and all existing student-level assessment data from School District datasets. The Proposer will collaborate with District staff to assess the integrity of the student data to be migrated to SIS. The findings of the assessment need to be addressed in the conversion plan. The School Board expects that all data must pass consistency and audit checks prior to final data conversion into the production environment. Inconsistencies must be documented and resolved prior to the final conversion.

Within the proposal, please provide your proposed SIS Data Conversion Strategy. The Data Conversion Strategy must provide information that can be used by the School Board to evaluate the Proposer's knowledge of, and intended approach to data conversion. This information must include at least the following:

4.8.1 System Conversion Critical Success Factors

One of the most important activities in any migration to a new system is the need to transfer data accurately to the new system. Please identify the critical success factors for conducting the SIS data conversion process.

4.8.2 Approach to Data Conversion

Within the Proposal, the Proposer must describe their proposed approach to data conversion (e.g., timeline, participants, role responsibilities of both Proposer and District, contingency for rollback, etc.).

4.8.3 Overview of the Data Conversion Process

To ensure successful implementation, please discuss your approach to conversion of all student data:

- electronic file conversion of legacy SIS data
- Manual Data Conversion

What is your plan for developing data extract routines or writing customized program for data conversion if necessary?

Under what circumstances is manual data conversion necessary? How are field table files populated within the proposed SIS system?

Data conversion process consists of a series of tasks to be performed by the Proposer or District. Please outline the tasks to complete the conversion process. Explain any data conversion aids the Proposer uses to carry out the conversion work.

4.8.4 Approach to Conversion Documentation

Within the Proposal, the Proposer must describe their proposed approach for performing and documenting system conversion (e.g., procedures, conversion results, etc.). Include examples of data conversion document with your Proposal.

4.9 SIS Software Support and Maintenance

The Proposer is responsible for maintaining the SIS during the term of the Contract including the vendor software warranty period and ongoing software maintenance through the life of the contract for maintenance with the School Board.

Systems maintenance includes maintaining all SIS software components, including managing and tracking the periodic release of application and source code,

The Proposer should discuss its approach to maintaining all version control methods and tools used to control the release of SIS software versions and source code. This includes the development and identification of a baseline software version and the tracking and deployment of subsequent software versions. Please discuss how the Proposer ensures that all software upgrades operate with the customizations made by

the Proposer during the design, development, and implementation of the SIS and any subsequent customizations made by the Proposer post-implementation.

4.9.1 Warranty

The School Board expects that the Proposer's warranty period will commence upon School Board's final acceptance of the system which effectively ensures that the SIS system functions as it was intended to in a reliable and stable manner. Within the Proposal, please describe the SIS warranty, including the warranty period and items covered. The School Board expects a warranty will be provided at no additional cost to the School Board.

Please address the following points of your SIS warranty services including:

- your proposed warranty services
- any exceptions or limitations to your proposed warranty services
- What is the length of the warranty period?
- What are the hours of warranty coverage (e.g., Mon–Fri 7:30 a.m. to 5:30 p.m. Central Time)?

4.9.2 Ongoing SIS Software Maintenance Program

Within the Proposal, please describe your company's SIS software maintenance program for your proposed SIS solution including, the products and services that the maintenance plan covers, the approach to upgrades and "point releases" of the software.

Please address the points in your response to this section:

- What services are included in your software maintenance program?
- What are the hours of software maintenance coverage (e.g., Mon–Fri 7:30 a.m. to 5:30 p.m. Central Time)?
- What is your program for extended hours of telephone support operations? How are these services invoked and at what cost?
- Explain your program for software problem resolution.
- Procedure for contacting Proposer for maintenance (e.g. Help Desk)
- Service Level Objectives Response Times (defined as the time elapsed between the placement of the call and the start of remedial maintenance activities by vendor maintenance service personnel)

4.9.3 Ongoing Program for SIS Product Enhancement

Please describe your company's approach to product development.

- Explain your product development lifecycle including release planning, release development, release testing, and release rollout.
- Are all product enhancements available to all customers as part of its annual maintenance fees?
- Explain your product enhancement process.
- How are product enhancements determined?
- What role do customers play in the product enhancement process?
- How often are enhancements provided? Explain your company's release schedule.
- Describe the tasks required of the School Board following a new release.
- Describe the installation process for installing new releases of the SIS software.

The Proposer is expected to provide post-implementation software modification support to ensure the SIS supports future State Legislative or Texas Code Regulation changes within the mandated compliance due date including state reporting requirements.

Please describe the program the Proposer has for keeping current with future Texas reporting requirements including:

- detailed description of the proposed approach to managing and supporting the SIS environment to meet future State Legislative or Texas Code Regulation changes
- identification of the technical and oversight resources assigned to ensure the required modifications are complete ninety (90) days prior to Texas Education Agency compliance due date in order to provide the School Board with sufficient time to review that the software does comply with the regulations

4.9.4 Customer Call Center (Help Desk) Management

As part of the Proposal, please discuss your company's Customer Call Center management.

- Describe how your call center operates.

- List the service hours for contacting the Proposer with problems.
- Explain the role and responsibilities of the School Board and the Proposer.
- What approach do you use to track, report, and manage end user calls for service?
- With what methods can users reach your call center representatives?
- Are all communications with call center representatives logged?
- Describe your Call Center Workflow Process.
- Based upon the urgency of the customer software problem, describe your escalation policies and procedures.
- What guarantees or Service Level Agreements does your company provide for critical support and emergency issues?
- In addition, please present your approach to certifying School District staff to support its SIS system locally.

Even when training is delivered close to the go-live date, new end users frequently require personal attention when they use the system for the first time. The Proposer is expected to propose an approach to provide support that accommodates an expected spike in end user assistance and demand on the Help Desk when the system goes live. In addition, the Proposer is expected to propose a method for ensuring that end user concerns and issues raised with Help Desk personnel will serve as input to curriculum content and revising training approaches in a continuous quality improvement feedback loop.

4.10 Security Strategy

Background on Security Architecture

The SIS solution must satisfy general system security standards as well as state and federal security and privacy policies, especially the Family Educational Rights and Privacy Act (FERPA). System security must be an integral component of the SIS design and implementation. The School Board is looking for an SIS that provides security down to the data field level.

4.10.1 Security Architecture

Please discuss the proposed SIS product security architecture and the security and access structure, including:

- user account structure
- user account and profile maintenance
- user group profile and maintenance
- user and group access security matrix (defining access to application menus and functions)
- audit reporting of system and application access

4.10.2 Managing Security

Please describe the Proposer's recommended approach for defining and managing security levels and the capabilities associated with each security level.

School Board requires that security management be centralized, whereby authorized users within the District are able to perform some security administration functions (e.g., create and update an individual user's security profile, reset passwords, etc.). If the Proposer's proposed total solution includes utilization of the Internet, the Security Strategy must also define the Internet access security approach and architecture.

4.11 Training Approach

The School Board recognizes that there are several options that can be deployed to successfully train the District staff on the new system. The School Board prefers the training to be scheduled "just-in-time" to coincide with the software Proposer's go-live deployment schedule.

In responding to this action concerning "Training Approach," the Proposer will, in addition to any other matter required or deemed appropriate by the Proposer for inclusion, identify the following:

- a training plan for providing live, interactive, classroom style training of all FWISD staff members based on the participant training chart in Tables 4-3 and 4-4 and Table 4-10. Tables 4-5, 4-6, 4-7 and 4-8 provide the number of FWISD personnel that require SIS training and the SIS topics by each job category. These 4 tables should be referenced by the vendor when determining the

number of SIS class sessions and training hours necessary to complete the entire training effort.

- a “train-the-trainer” model should FWISD desire to build internal capacity for training and maintain “power users” in-house.
- the approach should include a combination of live training, web based training, and/or web or media based courses for staff members to view at their own pace.
- levels of attainment all FWISD personnel must achieve to demonstrate at least three levels of achievement: Beginner, Intermediate, Advanced
- its staffing model for providing training. This will include a statement of the qualifications and experience of the vendor’s training personnel.

4.11.1 Training Philosophy

Within the Proposal, please describe your company's training philosophy and experience training educators and educational support staff.

4.11.2 Training Methodology

Within the Proposal, please describe your training methodology and techniques in order to provide the most effective training of School District and building level staff. Describe training techniques for assuring that a "train the trainer" program will be successful. Discuss when various training methodologies would be employed including:

- classroom training
- workshop training
- face-to-face training
- webinar training based upon roles
- embedded online training modules within the application
- "on demand" multimedia

4.11.3 Development of a Training Plan

Please describe the process the vendor will use to develop the School Board and building-level training plan. The plan should address the various training audiences, training topics, proposed training materials and tools, required training logistics, and training evaluation procedures. Proposer shall identify the means of delivery and any limitations in terms of

frequency, number of hours, or other impositions on the training that will be provided.

In addition, Proposer should outline experiences working with district personnel on the development of the training plan prior to beginning the project. It is an expectation of the FWISD that a training outline will be successfully completed by the Proposer and approved by FWISD prior to beginning the SIS project.

4.11.4 Vendor SIS Curriculum and Training Modules

The School Board understands that not all personnel need to be trained on all modules of the new SIS systems. With that in mind, please complete the following tables listing your product's module or subject area training sessions by targeted audiences, and module content. Please include the following completed tables in your response to this RFP using the templates in Appendix D.

For each job role in the following tables (Table 4-3, Table 4-4 and Table 4-5), please list the subject area modules recommended by job category and include this table in your Proposal using the templates in Appendix D.

Table 4-3 : Summary of SIS End-User Training Requirements by Job Responsibility

Staff group	Data responsibilities	Training Needs
Principal	<ul style="list-style-type: none"> View all student data 	<ul style="list-style-type: none"> (list training modules)
Assistant Principal	<ul style="list-style-type: none"> View all student data 	<ul style="list-style-type: none"> (list training modules)
Student Records Clerk	<ul style="list-style-type: none"> Update all student data 	<ul style="list-style-type: none"> (list training modules)
School Secretary	<ul style="list-style-type: none"> Schedules (view) Discipline (view) Attendance (view) Enrollment (view) Grades (view) Demographics (view) 	<ul style="list-style-type: none"> (list training modules)
Teachers	<ul style="list-style-type: none"> Schedules (view) Discipline (view) Attendance (view) Special Programs (update) Grades (view) Demographics (view) Academic History Teacher-Student-Parent Collaboration Student/Parent Portal 	<ul style="list-style-type: none"> (list training modules)
Resource Compliance Specialist (RCS) / Special Education Teachers (ESE) / IEP Assistant	<ul style="list-style-type: none"> Schedules (view) Discipline (view) Attendance (view) Special Programs (update) Grades (view) Demographics (view) Academic History 	<ul style="list-style-type: none"> (list training modules)
Guidance Counselors / Secretary / Clerks	<ul style="list-style-type: none"> Schedules (update) Discipline (view) Attendance (view) Enrollment (view) 	<ul style="list-style-type: none"> (list training modules)

Table 4-3 : Summary of SIS End-User Training Requirements by Job Responsibility

Staff group	Data responsibilities	Training Needs
	<ul style="list-style-type: none"> • Grades (view) • Demographics (view) • Student/Parent Portal (view) 	<ul style="list-style-type: none"> •
Nurses	<ul style="list-style-type: none"> • Health (update) • Immunizations (update) 	<ul style="list-style-type: none"> • (list training modules) • • •
Athletic Director	<ul style="list-style-type: none"> • Update athletic association consent & release data (update) 	<ul style="list-style-type: none"> • (list training modules) • • •
Administrative Clerk/Typist and Office Aide	<ul style="list-style-type: none"> • Schedules (view) • Discipline (view) • Attendance (view) • Enrollment (view) • Demographics (view) 	<ul style="list-style-type: none"> • (list training modules) • • • •
Attendance Clerk	<ul style="list-style-type: none"> • Attendance (update) 	<ul style="list-style-type: none"> • (list training modules) • • •
ESOL Compliance Specialist / ESOL Assistant	<ul style="list-style-type: none"> • Schedules (view) • Discipline (view) • Attendance (view) • Special Programs (update) • Grades (view) • Demographics (view) • Academic History 	<ul style="list-style-type: none"> • (list training modules) • • • •
Rtl Designee / School Psychologist	<ul style="list-style-type: none"> • Schedules (view) • Discipline (view) • Attendance (view) • Special Programs (update) • Demographics (view) • Grades (view) 	<ul style="list-style-type: none"> • (list training modules) • • • •
Dean	<ul style="list-style-type: none"> • Schedules (view) • Discipline (update) • Attendance (view) • Enrollment (view) • Grades (view) • Demographics (view) 	<ul style="list-style-type: none"> • (list training modules) • • • •

Table 4-3 : Summary of SIS End-User Training Requirements by Job Responsibility		
Staff group	Data responsibilities	Training Needs
	<ul style="list-style-type: none"> Academic History 	
Librarians	<ul style="list-style-type: none"> Schedules (view) 	<ul style="list-style-type: none"> (list training modules)
Student Records Clerks	<ul style="list-style-type: none"> Update all student data 	<ul style="list-style-type: none"> (list training modules)
District-level Administrators	<ul style="list-style-type: none"> View all student data 	<ul style="list-style-type: none"> (list training modules)
District IT Staff	<ul style="list-style-type: none"> Grade book 	<ul style="list-style-type: none"> (list training modules)
Parents	<ul style="list-style-type: none"> Parent Portal 	<ul style="list-style-type: none"> (list training modules)
Students	<ul style="list-style-type: none"> Student Portal 	<ul style="list-style-type: none"> (list training modules)
Data Quality Analysts	<ul style="list-style-type: none"> Update all student data 	<ul style="list-style-type: none"> (list training modules)
Information Services Department Programmers	<ul style="list-style-type: none"> Update all student data Technical support 	<ul style="list-style-type: none"> (list training modules)

Use the Microsoft Word templates in Appendix D to list your company’s SIS training module syllabi as shown in Table 4-4 below. In your Proposal, include a separate table for each of your company’s training modules.

Table 4-4: SIS Training Syllabus Template

SIS Module Name	
<p><i>Learning Objectives:</i> Enter the major learning objectives for this training module.</p>	
<p><i>Topics include:</i></p> <ul style="list-style-type: none"> • List major topics covered in this module • • • • 	<p><i>Type:</i> Core or Optional Course</p> <p><i>Prerequisite:</i> List any prerequisites</p> <p><i>Delivery:</i> Type of training delivery</p> <p><i>Class Size:</i> List the class size</p> <p><i>Audience:</i> List all District/school job roles that should take this course module.</p> <p><i>Length of Class:</i> List the length of the class in hours</p>

4.11.5 Vendor SIS Training Options

The School Board requests that the vendor propose and price out two training alternatives for District consideration:

1. Train-the-Trainer and
2. Training for all District and School Users.

Appendix B: SIS Total Cost Summary Forms 3 and 9 contains the District’s personnel head counts for the SIS.

4.11.5.1 Train-the-Trainer Option

For planning purposes, please use the following information for pricing out the Train-the-Trainer option.

Train-the-trainer (for this method of training, Proposers should discuss their program to certify District trainers to deliver the equivalent quality training to that of Proposer’s trainers).

For purposes of developing the costs for certifying District trainers, a total of 295 staff have been identified according to the table below. Note: some of the trainers will only become expert on specific subjects.

Table 4-5: District Trainers

Trainer	Number
SIS District Trainers	20
Teacher Grade Book	142
Scheduling	118
List other SIS trainers	20

4.11.5.2 Train all District and School Users Option

For this option, the Proposer is asked to provide SIS training for all District and school site SIS users. In the following section, there are several tables that contain the school and District staff training needs tables that summarize the job titles/roles for all personnel in the District who will require training on one or more SIS modules.

The following tables provide a summary of the various job roles/categories and the anticipated training needs for each category for determining the training requirements and costs.

Please use the information in the four tables (Tables 4-6, 4-7, 4-8, and 4-9 (elementary, middle, and high schools, and District departments) to calculate the vendor’s training time and costs for providing all SIS training.

Table 4-6: Elementary School Staff PreK–6 Training Needs by SIS Application Module

FWISD Staff		SIS Training Needs															
Staff Groups	No.	System Navigation	Registration/Enrollment	Student Scheduling	Daily Attendance	Discipline	Grade Reporting	Academic History	Teacher Grade Book	Special Populations	Master Scheduling	Report Creation	Assessment /Testing	Parent Portal	Health		
Elementary School Site Staff																	
Principals	84	X		X	X		X	X	X		X	X	X	X			
Assistant Principals	77	X	X	X	X	X	X	X	X	X	X	X	X	X			
Student Records Clerks	84	X	X	X	X	X	X	X	X	X	X	X	X	X			
School Secretary	84	X	X	X	X	X	X	X	X	X	X	X	X	X			
Counselors	88	X				X	X	X		X		X	X	X			
Nurses	70	X										X			X		
Librarians	79	X										X		X			
Teachers	1936	X			X				X			X	X	X			
Total Elementary School Staff	2502	2502	245	329	2265	333	417	417	2265	333	329	2502	2353	2432	70		

Table 4-7: Middle School Staff Grades 7–8 Training Needs by SIS Application Module

FWISD Staff		SIS Training Needs														
Staff Groups	No.	System Navigation	Registration/Enrollment	Student Scheduling	Attendance	Discipline	Grade Reporting	Academic History	Teacher Grade Book	Special Populations	Master Scheduling	Report Creation	Assessment /Testing	Parent Portal	Health	State Reporting
Middle School Site Staff																
Principals	30	X	X	X	X	X	X	X	X		X	X	X	X		
Assistant Principals	57	X	X	X	X	X	X	X	X		X	X	X	X		
Data Clerks	30	X	X	X	X	X	X	X	X	X	X	X	X	X		
Attendance Clerks	22	X	X		X	X				X		X	X	X		
School Secretary	30	X										X		X		
Clerks	60	X	X		X	X		X		X		X	X	X		
Counselors	52	X		X		X	X	X		X	X	X	X			
Nurses	30	X										X			X	
Librarians	30	X										X		X		
Teachers	1108	X			X	X			X			X		X		
Total Middle School Staff	1449	1449	199	169	1307	1359	169	229	1225	164	169	1449	1359	1367	82	

Table 4-8: High School Staff Grades 9–12 Training Needs by SIS Application Module

FWISD Staff		SIS Training Needs														
Staff Groups	No.	System Navigation	Registration/Enrollment	Student Scheduling	Attendance	Discipline	Grade Reporting	Academic History	Teacher Grade Book	Special Programs	Master Scheduling	Report Creation	Assessment /Testing	Parent Portal	Health	State Reporting
High School Site Staff																
Principals	20	X		X		X		X	X	X	X	X	X	X		
Assistant Principals	58	X		X	X	X		X			X	X	X			
Deans	6	X		X		X		X		X	X	X	X			
Counselors	58	X		X			X	X		X	X	X	X	X		
School Secretary	21	X										X				
Data Clerks	22	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Attendance Clerks	30	X	X		X	X		X		X		X				
Registrar	11	X										X				
Clerks	40	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Nurses	20	X										X		X		
POC Coordinator	13	X		X			X	X		X	X	X	X	X		
Stay in School Coord.	16	X			X	X		X				X				
Librarians	20	X										X		X		
Teachers	1380	X			X	X			X			X	X	X		
Total High School Staff	1715	1715	92	217	1546	1572	133	263	1462	191	217	1715	1597	1553	82	

Table 4-9: Fort Worth District Level Staff Training Needs by SIS Application Module

FWISD Staff		SIS Training Needs															
Staff Groups	No.	System Navigation	Registration/Enrollment	Student Scheduling	Attendance	Discipline	Grade Reporting	Academic History	Teacher Grade Book	Special Populations	Master Scheduling	Report Creation	Assessment /Testing	Parent Portal	Health	PEIMS State Reporting	
District Staff																	
Leadership, Learn & SS	5	X		X							X	X	X				
Data Quality	32	X										X	X				
Advanced Acc Learning	18	X		X							X	X	X				
Bilingual/ESL	40	X	X				X	X		X		X	X				
E.A.S.A.	24	X										X					
Fine Arts	11	X										X					
Literacy	8	X				X	X	X		X		X	X				
Math and CTE	26	X	X			X	X	X		X	X	X	X				
Special Ed.	273	X	X		X	X	X	X	X	X	X	X	X	X			
Student Support Services	52	X			X			X		X		X					
Networks	23	X	X								X	X					
Athletics	6	X			X	X	X					X					
Education Tech	8	X	X	X	X	X	X	X	X	X	X	X	X	X		X	
School Support Help Desk	20	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Application Development	22	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Total District Staff	563	563	383	61	369	351	391	437	311	437	383	563	440	311	30	20	

Vendors should summarize their overall training requirements using the template in Appendix E for Table 4-10: SIS District Training Summary Table and place the table in their response to this RFP. The data in this table will also appear in Appendix B: Total Cost Summary Forms 3 & 9 Student Information System Training Services as well.

Table 4-10: SIS District Training Summary Table

SIS Training Services	No. of District Staff	Length of Training Course or Module in Hours	Total Training Hours Required
SIS Modules to be trained:			
• SIS System Navigation	6229		
• Registration / Enrollment	887		
• Student Scheduling	1098		
• Attendance	5487		
• Discipline	3615		
• Grade Reporting	1110		
• Academic History / Transcripts	1346		
• Teacher Grade Book / Portal	5263		
• Special Populations (SPED, ESOL, RtI, Title I, 504)	1125		
• Master Scheduling	1098		
• Report Creation	6229		
• Assessment/Testing	5749		
• Parent Portal	5663		
• Health	264		
• PEIMS State Reporting	20		
SIS Train-the-Trainer Option:			
District SIS Trainers	9		
Teacher Gradebook	142		
Scheduling	118		

Other SIS trainers	20		
SIS Train-the-Trainer Option Total	289		

4.11.6 Sample Training Curriculum and SIS Documentation

Please provide samples of your company’s SIS training materials and your SIS Documentation on your Proposal CD.

5. PROCUREMENT PROCEDURE

Award shall be made to the Proposer that best meets the needs of the School Board. Every Proposal will be reviewed and evaluated in terms of its conformance to the specifications in this RFP. Adherence to the RFP Response Format and Contents specified in Section 7 is mandatory; any deviation or omission may result in immediate disqualification.

5.1 Cost Proposal

Cost Proposal must include the estimated costs of furnishing all materials, equipment, labor, maintenance, complete and accurate data conversion costs for all data contained in the current system, training, operating manuals, and services necessary or proper for the completion of the work described in this RFP unless otherwise noted in the RFP. The School Board shall not be liable for any costs beyond those proposed in this RFP and awarded. Time and materials Proposals are not acceptable. Vendors must include all travel and living expenses in their Professional Services costs.

Proposals must include five years of fixed maintenance costs after the end of the first year following the expiration of the warranty period.

5.2 Acceptance and Rejection of Proposals

5.2.1 Acceptance

All Proposals properly completed and submitted will be accepted by the District. However, the School Board reserves the right to request necessary amendments, reject any or all Proposals, reject any Proposal that does not meet all mandatory requirements, or cancel this RFP according to its best interest.

The School Board also reserves the right to waive minor irregularities in Proposals if that action is in the best interest of the School Board. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract.

5.2.2 Rejection

A Proposal may be rejected if it does not conform to the rules or the requirements described in this RFP. Reasons for rejection include but are not limited to the following:

- The Proposal is delivered after the deadline specified in the RFP.

- The Proposer fails to sign a necessary form.
- The Proposer fails to address all of the subsections in this RFP.
- The School Board uncovers proof of collusion among Proposers. (In this case, all suspected Proposals shall be rejected, and any participants in collusion shall be barred from future procurement opportunities until they are reinstated as qualified Proposers.)
- The Proposer does not possess the proper license to carry out the work described in this RFP.
- The Proposal shows noncompliance with applicable laws, contains unauthorized additions or deletions, is conditional or incomplete, or contains irregularities of any kind that make the Proposal incomplete, indefinite, or ambiguous.
- The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in this RFP.

The School Board reserves the right to reject any and all Proposals. The School Board reserves the right to negotiate with the selected Offeror in order to best serve their needs in respect to both Evaluation Criteria and cost effectiveness.

5.3 Review of Proposals

All Proposals will be considered public documents and will be available for review by interested parties following completion of the Proposal evaluation process or after the RFP has been closed for thirty (30) days or the District's issuance of a written notice of intent to award. However, if any portion of the Proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract, if requested.

5.4 Posting of RFP Recommendation

The recommendation for award will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School Board. Failure to follow the requirements of the bid protest procedures, shall constitute a waiver of all protest rights.

5.5 Disposition of Proposals

All Proposals become the property of the School Board. The successful Proposal shall be incorporated into the resulting contract by reference.

6. PROPOSAL EVALUATION PROCESS

A Student Information System Software Selection Committee shall evaluate submitted Proposals. The evaluation will be based on the evaluation criteria described in Section 6, Proposal Evaluation Process of this RFP.

The Student Information System Software Selection Committee will apply a numerical rubric to evaluate the vendor Proposals and the finalists' Student Information System software demonstrations. The following sections will describe the evaluation process in more detail.

6.1 Preliminary Evaluation

A preliminary evaluation shall determine whether each Proposal is complete and compliant with the instructions in this RFP. Any Proposals that are incomplete or that do not comply with the instructions or terms and conditions may be rejected and excluded from further consideration. Subsequent review and evaluation will be based on the criteria stated in the following sections.

6.2 Proposal Evaluation Process

Three main components make up the evaluation of the Student Information System software vendors: 1) the Student Information System written Proposal; 2) the five-year life cycle costs; and 3) the formal demonstration of the Student Information System software products. Each component will be normalized to a maximum of 1,000 points.

Student Information System Proposers will undergo a two-stage evaluation and selection process. The first stage (Phase 1) will consist of an evaluation of the Proposers' written RFP responses. Vendors may be asked to clarify specific Proposal sections. These responses will be included in the overall scoring process.

The analysis and scoring of the Proposers' five-year life cycle costs will be combined with the written RFP evaluation.

Following this evaluation, the District SIS Software Selection Committee will develop a short list of Student Information System software vendor finalists. Those vendor finalists will be invited to participate in the formal demonstration (Phase II) of the Student Information System software selection process, which will consist of Student Information System software demonstrations.

Vendors may be asked to clarify specific Proposal sections. These responses will be included in the overall scoring process.

6.3 Phase I: Evaluation of Vendor RFP Responses

SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the Proposal. Proposals shall be organized and sections tabbed as outlined in Section 7 RFP Format and Contents. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since the formal demonstration (Phase II) will be scripted and timing will not allow unsolicited information. Each Proposer will be ranked based on an analysis of the criteria herein addressed.

The written SIS Proposals will be scored and weighted based upon the following point distribution:

Table 6-1: Submittal Requirements/Written Evaluation Criteria

Evaluation Criteria	Weighted Value
Section 1 – Executive Summary	Non Scored
Section 2 – SIS Response Forms (Appendix A)	600
Section 4.1 – Introduction Letter	Non Scored
Section 4.2 – Firm Qualification Requirements	60
Section 4.3 – Project Management Approach Requirements	60
Section 4.4 – Proposed Technical Environment	40
Section 4.5 – Proposed Solution Approach	40
Section 4.6 – Proposed Program for Enhancements and Customizations	20
Section 4.7 – Proposed Testing Strategy	20
Section 4.8 – SIS Data Conversion Strategy	40
Section 4.9 – SIS Software Support and Maintenance Program	40
Section 4.10 – SIS Security Strategy	20
Section 4.11 – SIS Training Approach	60
Section 4.12 – Other Services	Non Scored
Maximum Weighted Value for Proposer’s written RFP (sections 2 and 4)	1,000
Section 3 – Cost Proposal Five (5) Year Life Cycle Costs (Appendix B)	1,000
Maximum Weighted Value for Phase I	2,000

Following the evaluation of the written responses to the Student Information System, the District Student Information System Software Selection Committee will score the Student Information System Total Cost Summary Forms (Appendix B) of the vendors' Proposals. The distribution of cost points will be calculated as a percentage of cost increase as compared to the lowest cost Proposal received.

Vendors should submit their SIS five-year life cycle costs (Appendix B) in a separate envelope from the written response. Five-year life cycle costs will be used to determine the points awarded to vendors for the cost portion of the RFP. The vendor with the lowest five-year life cycle costs will be awarded 1000 points. Vendors, whose prices are higher relative to the lowest cost Proposal received, will be awarded points in the following manner. For example, if Proposer A submits a total five-year life cycle cost of \$1,000,000, Proposer B submitted a total cost of \$1,250,000, and Proposer C submitted a total cost of \$1,500,000; then Proposer A would be awarded 100% of the Cost Points (1000 points); Proposer B would be awarded 80% ($\$1,000,000/\$1,250,000$) of the points or 800 points; and Proposer C would be awarded 67% ($\$1,000,000/\$1,500,000$) of the points or 670 points.

6.3.1 Clarification of Submittals

The procurement officer may send out a request for clarification in a letter stating the areas to be covered and the date and time in which the clarification must be returned. Responses may be emailed back to meet the deadline, but a hard copy of their response must be followed up in the mail.

At each phase in the evaluation and scoring process, the School Board shall have the right to seek clarification with respect to any matter included or omitted in a Proposal. The determination of whether or not a clarification is appropriate is within the sole discretion of the School Board. The areas in which clarification may be requested will include, but not be limited to, price or cost, service and warranty, maintenance, backup, hosting, the extent to which products and services are currently available or the extent to which the same will need to be developed, issues related to personnel, trainers and training methodology, delivery and implementation of systems, and any other matter in connection with the Proposal (including any matter in which the School Board believes the information submitted is insufficient or omitted). The Proposer will be given an opportunity to clarify in writing, and the School Board may (but is not required to) adjust the score it has given a Proposer who provides clarification based upon the School Board's interpretation and evaluation of the written clarification. The extent to which the score may be adjusted and the interpretations of the clarification are matters solely within the discretion of the School Board. This process may occur after Phase 1 "Clarification of Written Proposals" and after Phase 2 "Clarification of Demonstrations" of the evaluation process (according to the RFP Calendar). The written clarification will be

deemed a part of the Proposal and shall be appended to the Proposal submitted.

6.3.2 Student Information System Finalist Selection Process

FWISD will take each vendor's point total in the written Student Information System RFP and Student Information System Total Cost Form (Appendix B) and multiply the point totals by the following percentages:

Written Proposal Point Total	40%
Five-Year Life Cycle Cost Point Total	20%

The short list of vendor finalists will be determined by the highest combined point total from the written Student Information System Proposals and Five-Year Life Cycle Costs.

The finalists will move on to Phase II of the selection process: the Student Information System software demonstration.

6.4 Phase II: SIS Vendor Finalists Formal Software Demonstration

The finalists will be contacted by the Purchasing Department to prepare for a Student Information System product demonstration.

The Student Information System demonstration will consist of a formal demonstration script. These scripts and additional questions to be covered in presentations shall be released as an addendum to this RFP. The presentations will take place at the School District's Administrative Offices between **November 1, 2012 and November 14, 2012**.

Each vendor finalist will have its software demonstration scored and normalized to a 1,000-point total basis.

All Student Information System finalists will have their demonstration scores combined with their scores from the written Student Information System RFP and the Vendor Price Summary components to arrive at a final point total. The vendor points received in each category will be multiplied by the following percentages to arrive at their final score:

Evaluation Criteria	Component Percentage
Written RFP response	40%
Five-year life cycle costs	20%
Student Information System software demonstrations	40%

6.4.1 Final Clarification

- The committee may decide to seek additional clarification from one or more Proposers if information is necessary to make a final decision. The Procurement Officer will email the Proposers asking additional clarification, Proposers are allowed to email back their response but must follow up with a hard copy in the mail.
- Proposal scores may be adjusted in light of the new information received during final clarification.
- At the committee's discretion, they may or may not request final clarification from one or more Proposer.

6.5 Basis of Award

The School Board is looking for the vendor Proposal and demonstrated software solution that will deliver the highest quality system that most closely meets the goals and future direction of the District while delivering the best value and price with all factors being considered.

6.6 Additional Terms and Conditions

The District reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

6.7 Negotiations with Top-Ranked Firms

The highest-scored Proposer upon completion of formal demonstration process will begin negotiations with the District. Those negotiations might address any term, condition, schedule, or price in the final agreement. If terms, conditions, scheduling, and prices cannot be agreed on in a timely manner with the highest Proposer, the School Board will negotiate with the next highest scoring Proposer until an agreement is reached.

7. RFP RESPONSE FORMAT AND CONTENTS

To maintain comparability and enhance the review process, Proposals shall be organized in the sequence shown below and shall include all of the elements and information described in the following sections:

Proposal Form

- A. See **Submittal Requirements** for complete details.

It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.

- B. Offeror should submit **one (1) original** and a minimum of **twenty-five (25) copies** of their Proposal to the Issuing Office. Offeror shall also submit **two (2) electronic copies** (disk or CD, etc.) of their Proposal with their response each containing the final RFP response in both Word and Excel formats (Appendix A and B must be saved in Excel format). The final RFP Proposal with signatures must then be scanned and saved in PDF format. **Note solicitation number and name of company on the disk.** The Local Instructional Improvement System and Student Information System Total Cost Summary forms (Appendix C) should be provided in a separate, sealed envelope. Include the SIS Total Cost Summary forms in Excel format on the disk or CD.

If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials."

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the Proposal.

7.1 RFP Closing Date and Time

RFPs may be delivered up to but not later than 2:00 p.m., local time, September 28, 2012 to:

Jonathan Bey
Executive Director, Purchasing
Fort Worth Independent School District
100 N. University Drive, Ste NW 140-F
Fort Worth, Texas 76107
Phone 817-814-2205
Fax 817-814-2225
Email Address: jonathan.bey@fwisd.org

Proposals must be submitted on 8-1/2 x 11 white paper and shall include a table of contents properly indicating the section and page number of the information included. Elaborate bindings or other presentation aids are not required and will not enhance the overall evaluation of the Proposal. Three ring binder submittals are preferred, but will not affect scoring.

All responses must include the District Proposal Certification Sheet. The cover sheet should include the names, addresses, and telephone numbers for the Offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office, and members of the Offeror Proposal team.

Offeror may recite the contents of this RFP in their Proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in Offeror Proposal, the language of this RFP and its addenda shall prevail.

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

All Proposals must be in the format required in this RFP. Failure to comply may be reason to declare the Proposals nonresponsive. For detailed description of what is required in each Tab see sections 7.3 through 7.9.2.

7.2 Proposal Tabs – Section / Sub-Section Headings

Tab 0 – Completed Respondents Information Form (Attachment “A”)
(Non-Scored)

Addenda – sign and return all Addenda (Non-Scored)

Table of Contents (Non-Scored)

Tab 1 – Executive Summary (Non-Scored)

Tab 2 – Student Information System Functional Requirements Response Forms
(Appendix A) (Weighted Value – 60%)

Tab 3 – SIS Total Cost Summary Forms (Weighted Value – 20%)

Tab 4 – Technical Proposal (Weighted Value – 40%)

All respondents shall properly complete, have notarized, and attach with their Proposal the attached notarized disclosure statement.

Tab 6 – Confidential Materials (Attachment “F” and Exhibit “A”) (Non-Scored)

All materials that qualify as “trade secrets” shall be segregated, clearly labeled, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

Tab 7 – Additional Requirements Attachments (Non-Scored)

- Drug Free Workplace Certification, Attachment “B”
- Debarment Certification, Attachment “C”
- Public Entity Crime Form, Attachment “E”
- Hold Harmless Certification, Attachment “G”
- Certified Business Program Reciprocity Affidavit (MWBE) Form, Attachment “I”

Tab 8 – Contract Exceptions (Non-Scored)

Please list any exceptions to the School District’s Contract (Attachment “J”) or legal agreement (s) or document(s) related to the solicitation. For each exception, list proposed alternative language. Also, please provide alternative language to better protect the goals and interests of the School Board, and to provide for a turnkey implementation of the new Student Information System. Identify any problematic gaps between the License Agreement, Support and Maintenance Agreement, and Implementation Agreement.

7.3 Proposal Certification Form

Include the RFP Cover Sheet (Page 131) of this RFP with an original signature of an agent authorized to bind the company, title, and all requested information.

7.4 Addenda

The Proposer must attach the addenda to this RFP that it has received, indicating the addenda number and the date issued.

Any changes to the RFP will be issued as an addendum and transmitted electronically as stated herein.

7.5 Table of Contents

The table of contents shall clearly identify the material by section and by page number.

7.6 Executive Summary (Tab 1)

The executive summary shall summarize the contents of the technical Proposal in a way that gives readers a broad understanding of the entire Proposal. Vendors should provide an overview of the SIS Product including screen shot illustrations of key product capability as a supporting attachment to their RFP submission.

7.7 Student Information System RFP Response Forms (Tab 2)

The Student Information System RFP Response Forms, found in Appendix A, shall be completed and included with the Proposal.

7.8 SIS - Total Cost Summary Forms Instructions (Tab 3)

The SIS Total Cost Summary Forms (Appendix B) must be used by the Proposer to provide the necessary pricing data for the Proposal evaluation. The SIS Total Cost summary Forms consist of nine (9) tabs. Tabs 1 through 4 are for the purpose of capturing the total five-year SIS cost for a **Fort Worth ISD hosted environment**; Tabs 7-8 are for the purpose of costing out a **Vendor hosted environment** while Tab 9 is provided to list the Vendor Consultant Hourly Rates.

The cost forms must be submitted under a separately sealed envelope to comply with the evaluation procedure. The Proposer's response must contain all prices as defined on these forms. Proposers choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective Proposals differing from one another. Should additional forms be required they must be clearly marked as "1 of _" to allow for appropriate evaluation.

The Proposal must provide cost forms, which reflect implementation costs of all Student Information System components. The District is interested in a single fixed price enterprise license for operation of the proposed Student Information System throughout the District.

The costs must be specified separately as follows:

- District Hosted Student Information System Total Cost Summary (Cost Form 1)
- Student Information System Installation Services (Cost Form 2)
- Student Information System Training Services (Cost Form 3)
- Required System Software (District-wide license) (Cost Form 4)

- Required Hardware (Cost Form 5)
- Vendor Hosted Student Information System Total Cost Summary (Cost Form 6)
- Student Information System Installation Services (Cost Form 7)
- Student Information System Training Services (Cost Form 8)
- Vendor Consultant Hourly Rates (Cost Form 9)

7.8.1 Individual Form Instructions

This section describes the necessary information to be provided on each required cost form.

District Hosted SIS Total Cost Summary (Cost Form 1)

The District Hosted Student Information System Total Cost Summary (Cost Form 1) is included as an aggregate of all detailed cost sheets. This summary sheet addresses the following components for the District:

- District Hosted Student Information System Software Enterprise Licenses
- 1st Year, 2nd through 5th year, and Five-Year Software Maintenance
- Application Software Installation Services for the Student Information Systems
- Data conversion services from existing legacy systems
- Integration with other District systems
- Training costs to train the entire FWISD staff on the SIS
- Training costs for a Train-the-Trainer option for the SIS
- Required System Software in addition to the SIS software
- Required System Hardware

The Proposer must specify the total cost of the total solution on this form.

The School District is expecting to purchase a packaged solution for a firm fixed cost. Any development or customization needed to produce the required functionality as specified in the RFP must be accounted for in the price the Proposer specifies for that application set component. The Installation Services Total is to be taken from the Student Information System Installation Services Form (Cost Form 2).

Student Information System Installation Services (Cost Form 2)

Vendor-supplied Student Information System Installation Services are to be recorded on Student Information System Installation Services (Form 2). District anticipates the following types of Installation Services to be supplied by the Proposer:

- On-site Implementation Project Management with District Project Manager
- SIS Installation and Implementation including application tailoring/customization
- Student Information System customized report development
- Student Information System data conversion
- H/R system staff data conversion and import
- Student Information System data interfaces with District's Educational Data Warehouse system
- Texas State Data Submission Interfaces (PEIMS State Reporting)

These costs will be summarized in the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

Student Information System Training Services (Cost Form 3)

Vendor-supplied Student Information System Training Services are to be recorded on Student Information System Training Services (Form 3). Cost Form 3 provides the number and types of District administrative and instructional staff that need to be trained in the new Student Information System. The Proposer should list the length of the training (in hours) required by each course training module. The total FWISD staff training hours will automatically produce the Total Training hours required. Proposers will then have sufficient information to determine the cost of training for each training module category. Proposers should plan for a class size of 20 participants. Please refer to Section 4.11.4 for determining the number and types of SIS training classes required. Vendors should calculate the costs for two training options; 1) Training the entire District SIS users and 2) Train-the-Trainer model to certify District trainers to a level equivalent to the vendor's training staff. In addition, the District may need to utilize vendor trainers to augment its own District trainers on a time and materials basis. Please include the cost for that option as well.

SIS training costs will be automatically transferred to the appropriate line of the Total Price column of the District Hosted Student Information System Total Cost Summary (Cost Form 1).

Required System Software (Cost Form 4)

Student Information System Proposers should include any additional System Software required to properly operate their proposed SIS solution by completing Cost Form 4 – Required System Software.

Provide the following cost information on required Server Operating Systems, Relational Database Management System Software or Commercial Report Writers including:

- software license costs
- documentation costs
- 1st year, 2nd through 5th year, and total maintenance costs
- other costs

Required System Software costs will be automatically transferred to the appropriate line of the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

Required System Hardware (Cost Form 5)

The Proposer must specify the total hardware configuration and costs to support the operation of the SIS for the entire District.

It is anticipated that one or more servers will be required to meet the Student Information System performance specifications of this RFP. Proposers should provide sufficient detail so that the District can properly evaluate the hardware required for the SIS application.

The total hardware and hardware maintenance costs will be automatically transferred to the appropriate line of the Total Price column of the Student Information System Total Cost Summary (Cost Form 1).

Vendor Hosted SIS Total Cost Summary (Cost Form 6)

The Vendor Hosted Student Information System Total Cost Summary (Cost Form 1) is included as an aggregate of all detailed cost sheets. This summary sheet addresses the following components for the District:

- Vendor Hosted Student Information System Software Enterprise Licenses

- 2nd through 5th year, and Five-Year Total Software Licenses
- Application Software Installation Services for the Student Information Systems
- Data conversion services from existing legacy systems
- Integration with other District systems
- Training costs to train the entire FWISD staff on the SIS
- Training costs for a Train-the-Trainer option for the SIS

The Proposer must specify the total cost of the vendor hosted solution on this form. Cost Forms 7 and 8 services and costs should be identical to Cost Forms 2 and 3 of in the earlier Tabs for District Hosted solution.

Student Information System Installation Services (Cost Form 7)

Vendor-supplied Student Information System Installation Services are to be recorded on Student Information System Installation Services (Form 7). District anticipates the following types of Installation Services to be supplied by the Proposer:

- On-site Implementation Project Management with District Project Manager
- SIS Installation and Implementation including application tailoring/customization
- Student Information System customized report development
- Student Information System data conversion
- H/R system staff data conversion and import
- Student Information System data interfaces with other District systems
- Texas State Data Submission Interfaces (PEIMS State Reporting)

These costs will be summarized in the Total Price column of the Student Information System Total Cost Summary (Cost Form 6).

Student Information System Training Services (Cost Form 8)

Vendor-supplied Student Information System Training Services are to be recorded on Student Information System Training Services (Form 8). Cost Form 8 provides the number and types of District administrative and instructional staff that need to be trained in the new Student Information System. The

Proposer should list the length of the training (in hours) required by each course training module. The total FWISD staff training hours will automatically produce the Total Training hours required. Proposers will then have sufficient information to determine the cost of training for each training module category. Proposers should plan for a class size of 20 participants. Please refer to Section 4.11.4 for determining the number and types of SIS training classes required. Vendors should calculate the costs for two training options; 1) Training the entire District SIS users and 2) Train-the-Trainer model to certify District trainers to a level equivalent to the vendor's training staff. In addition, the District may need to utilize vendor trainers to augment its own District trainers on a time and materials basis. Please include the cost for that option as well.

SIS training costs will be automatically transferred to the appropriate line of the Total Price column of the Vendor Hosted Student Information System Total Cost Summary (Cost Form 6).

Vendor Consultant Hourly Rates (Cost Form 9)

Hourly rates for staffing are to be recorded on the Vendor Consultant Hourly Rates Form (Cost Form 9)

- Cost of "Data Conversion Specialist"
- Cost of "Application Programmer"
- Cost of "Systems Analyst"
- Cost of "Applications Training Specialist"

This cost schedule will be used if the School Board wants to purchase additional support services. The rates must be effective for the duration of the contract.

The District will consider outsourcing the management of the SIS database to the vendor as well as purchasing additional days of SIS training. Please factor this into your pricing solution.

7.9 Technical Proposal (Tab 4)

The technical Proposal shall be organized into the Table of Contents as outlined below. **Proposers should reference Section 4 of this RFP for an explanation of the contents of each section.**

Table of Contents

- 4.1 Introduction Letter signed by an authorized agent of the business/corporation with proof of authorization from the business/corporation (Introduction to the Technical Proposal)
- 4.2 Firm Qualifications Requirements **(Total 60 points)**
 - 4.2.1 Firm History and Background **15 points**
 - 4.2.1.1 General Information about the Proposer's organization
 - 4.2.1.2 Identification whether the firm is the prime Proposer or subcontractor on this project
 - 4.2.1.3 Date established
 - 4.2.1.4 Corporate Office Location
 - 4.2.1.5 Licenses & Certifications
 - 4.2.1.6 Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.). For non-Texas businesses submit documentation from the state in which the business was formed and documentation from the State of Texas providing authorization to perform business in the state of Texas.
 - 4.2.1.8 Federal Identification Number of firm.
 - 4.2.1.9 Ownership interests
 - 4.2.1.10 Active Business venues (counties, states, etc.)
 - 4.2.1.11 Present status and projected direction of business
 - 4.2.1.12 Number of technical and service staff available to support installation, training, documentation, and maintenance efforts
 - 4.2.1.13 Number of technical staff devoted to new product development and/or enhancements to current Student Information System project
 - 4.2.2 Firm Required Financial Information **15 points**

All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet. Bank references, Dun and Bradstreet report (if available).
 - 4.2.3 Customer References **10 points**

Please provide at least three (3) school District references for the SIS with the current software release fully implemented with a student enrollment of 50,000 students or more.
 - 4.2.4 Project Team Organization Chart/Structure **10 points**

The organization chart should include the Proposer's and **District provided resources** as defined in Table 4.1 to provide the District an understanding as to how the Proposer envisions utilizing its and District's resources.

4.2.5 Project Team Staffing **10 points**

The Proposer must define the roles and responsibilities of each of its assigned staff. In addition, please provide complete resumes of each staff member. Resumes should include work history related to SIS installation assignments. In addition, the Proposer should discuss the roles and responsibilities of the District provided resources.

4.3 Project Management Approach Requirements **(Total 60 points)**

Approach and Methodology – The Firm's approach and methodology of how the services herein addressed will be provided.

4.3.1 Project Workplan **25 points**

4.3.1.1 District Expectations

4.3.2 Workplan Management Approach **5 points**

4.3.3 Risk Management Approach **5 points**

4.3.4 Change Management Approach **5 points**

4.3.5 Issues Management Approach **5 points**

4.3.6 Quality Management Approach **5 points**

4.3.7 Knowledge Transfer Approach **5 points**

4.3.8 Communications Plan **5 points**

4.4 Proposed Technical Environment **(Total 40 points)**

4.4.1 Network Infrastructure **10 points**

4.4.2 System Infrastructure **10 points**

4.4.3 Database **10 points**

4.4.4 Software **10 points**

4.5 Proposed Solution Approach **(Total 40 points)**

4.5.1 Approach to Meeting SIS Requirements **10 points**

4.5.2 Approach to Interfacing with Other District Mission-Critical Applications **10 points**

4.5.3 Approach to District and Texas TEA Reporting **20 points**

4.6 Proposed Approach to Enhancements and Customizations **(Total 20 points)**

4.6.1 Approach to Enhancing SIS Software **10 points**

4.6.2 Software Customizations for District **10 points**

4.7 Testing Strategy **(Total 20 points)**

- 4.7.1 Approach and Description of Testing Strategy **10 points**
- 4.7.2 Approach to Testing Documentation **5 points**
- 4.7.3 Approach to Using Testing Tools **5 points**
- 4.8 SIS Data Conversion Strategy **(Total 40 points)**
 - 4.8.1 System Conversion Critical Success Factors **10 points**
 - 4.8.2 Approach to Data Conversion **10 points**
 - 4.8.3 Overview of the Data Conversion Process **10 points**
 - 4.8.4 Approach to Conversion Documentation **10 points**
- 4.9 SIS Software Support and Maintenance Program **(Total 40 points)**
 - 4.9.1 Warranty **10 points**
 - 4.9.2 Ongoing SIS Software Maintenance Program **10 points**
 - 4.9.3 Ongoing Program for SIS Product Enhancement **10 points**
 - 4.9.4 Customer Call Center (Helpdesk) Management **10 points**
- 4.10 Security Strategy **(Total 20 points)**
 - 4.10.1 Security Architecture **10 points**
 - 4.10.2 Managing Security **10 points**
- 4.11 Training Approach **(Total 60 points)**
 - 4.11.1 Training Philosophy **5 points**
 - 4.11.2 Training Methodology **5 points**
 - 4.11.3 Development of a Training Plan **10 points**
 - 4.11.4 Vendor SIS Curriculum and Training Modules **15 points**
 - 4.11.5 Vendor SIS Training Options **15 points**
 - 4.11.6 Samples of Training Curriculum **10 points**

7.9.1 Attachments

Should any form not have sufficient space, Proposers may add attachments in the same format provided herein. Notwithstanding any omissions or unspecified items in this RFP, the Proposer is required to include all software and other components necessary for the successful implementation and operation of the entire School District, including auxiliary functions and entities. It is incumbent upon the Proposer to point out any such omissions or unspecified items and to include their costs, if any, on the appropriate cost forms. An attachment to that cost form, describing the items, must accompany the Proposer's response.

8. TERMS AND CONDITIONS

The following terms and conditions shall govern the submission of Proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a Proposal, acknowledge and accept these terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercial available systems is coincidental and not intended to imply preference or bias toward that system.

The School Board reserves the right to reject without further evaluation any RFP Proposal which deviates substantially from the stated terms and conditions, or which offers terms and conditions less favorable to the District than those set forth in this section.

The RFP document, Proposer's submittal, and the listed Terms and Conditions are all considered to be part of the final agreement and contract with the selected vendor.

SELECTED TERMS AND CONDITIONS FROM THE MASTER SOFTWARE AND SERVICES AGREEMENT

8.1 Definitions

As used in this Agreement, the following terms have the following meanings:

"Acceptance Test" means the conduct of the series of tests and protocols specified in the Project Documents for a particular Deliverable, the successful completion of which signify the successful delivery of such Deliverable. In the case of a documentary Deliverable, the Acceptance Test for such Deliverable shall mean the review by the District of such documentary Deliverable and certification that such Deliverable complies in all material respects with the requirements for such documentary Deliverable.

"Affiliate" means any entity controlled by, controlling, or under common control with, a party, where "control" means the possession of the power, directly or indirectly, to direct the management and policies of a party whether through the ownership of voting securities, contract or otherwise.

"Acquired Technology" means software {including object code, source code, and Documentation (including, without limitation, Source Code Documentation)}, hardware, firmware, or the combination of any of the foregoing in a computer system developed for District under this Agreement, and modifications of Contractor Software, other than Minor Modifications, developed for District under this Agreement.

"Business Day" means a day in which general business operations of the District are conducted, whether or not schools are open, but shall not include any day in which the general business offices of the District are closed. All other references to "days" refer to calendar days.

“Contractor Elements” means toolkits, compilers, and other basic components of Acquired Technology as to which the parties agree that Contractor or a third party shall retain ownership or that are nonproprietary in nature and available through the public domain.

“Contractor Software” means software, including, without limitation, Acquired Technology, and Documentation for such software over which Contractor or a third party is to retain ownership, or that are non-proprietary in nature and available through the public domain.

“Change Order” shall mean a modification or clarification of the Project Documents that is duly adopted by the Parties in accordance with the Scope Management Process as set forth in the contract.

“Change Request” shall mean a request by a Party for a Change Order made in accordance with the Scope Management Process.

“Confidential Information” shall mean and include: 1) student records and reports that are confidential and exempt from disclosure under Federal and FL Statutes, 2) District employee personnel files that are confidential and exempt from disclosure under FL Statutes, and 3) any other information, record, or document that is confidential or subject to privacy protection as otherwise provided by law, including but not limited to District’s and Contractor’s Proprietary Information.

“Commencement Date” shall mean contract signing date.

“Critical Deliverable” shall mean a Deliverable, the acceptance of which is necessary for the release of any significant component of Software into Production, as more specifically identified in the Project Documents.

“Critical Task” means any task identified in the scope of work for this Agreement as critical and required to be performed by a specified date.

“Development Services” means software development services provided by Contractor to District, the scope of which shall be set forth in this Agreement.

“Documentation” means all operator guides, operating procedures (including any special year-end procedures), user manuals, training aides, installation guides, functional and detailed specifications, and other technical documents with respect to a System Deliverable or any portion or component thereof.

“Final Deliverable” means all the physical items, end products and/or measurable results which may consist of hardware, software, services, processes, documents, or any combination as specified in any and all parts of FWISD’s RFP # 13-041 including any document or contract associated with the Student Information System project.

“Initial Acceptance” means the successful completion of Pre-Service Testing/Acceptance testing as specified in Section 4.7 and based on Performance Standards specified in Section 3.2.

“Minor Modifications” means bug fixes and other nonmaterial revisions of the Contractor Software that District has not funded.

“Non-Appropriation”(as defined in Section 1.3 Availability of Funds) means if the current year budget and/or any subsequent years covered under the Agreement issued pursuant to this RFP does not appropriate sufficient funds for the program, the Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under the Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

“Object Code” means the form of a computer program that may be loaded for execution without intervening process other than the use of a program loader, linkage editor, or similar computer program.

“Project Plan” means the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Agreement.

“Requirements Services” means consulting services provided by a Contractor to assist District in defining its computer and/or telephony system and other technology requirements, the scope of which is set forth in this Agreement.

“Services” means collectively the Development Services, Requirements Services, Support Services, and Training including, but not limited to, accurate and complete data conversion from the existing system, report development, and generation of forms and invoices.

“Services Deliverable” means any Requirements Services, Support Services, or Training to be provided by Contractor.

“Source Code” means a human-readable form of computer programming code that can be modified, compiled, and executed and all related Source Code Documentation.

“Statement of Work” means the statement of work attached hereto as Exhibit **TBD**, as the same shall be modified or amended in accordance with the Agreement and which shall include the specifications listed in Exhibit **TBD** of the Master Services Agreement.

“Support Services” means computer software or hardware maintenance and support services, telephony maintenance and support services for any System Deliverables, or any combination of the foregoing types of maintenance and support services provided by Contractor to District, the scope of which is set forth in this Agreement.

“System Deliverable” means any Acquired Technology and Contractor Software, including Minor Modifications, to be delivered or provided by Contractor to District under this Agreement and may include, without limitation, software source and object code, equipment, firmware, microcode, designs, reports, studies, and Documentation.

“Training” means training provided by Contractor personnel to District’s employees and consultants in the operation technology and technology systems developed for or otherwise provided to District by Contractor.

8.2 Products and Services to be provided by Contractor

8.2.1 General Scope

Contractor shall provide to the District, on the terms and conditions set forth in this Contract, all products and services required for the development, installation, and maintenance of the SIS as defined in the RFP # 13-041 Student Information System, other than the provision of hardware and Third Party Software expressly excluded under the terms of this Contract and the responsibilities expressly reserved to the District as set forth in the Statement of Work. Without limiting the generality of the foregoing, Contractor shall provide all those Services and Deliverables as are set forth in the Statement of Work.

8.2.2 Option to Add Schools and Students

The current contract calls for the number of schools and students defined in the District as of March 2012. During the term of this Contract, the District may construct, expand, or take responsibility for Additional Schools and Students and Contractor will provide the appropriate services at no additional cost. The District may elect separately for each Additional School to receive Training Services for such Additional Schools. The District’s election to receive Services for additional schools shall not be treated as a Change Request (or Change Order or Work Order) and not subject to the Scope Management Process.

8.2.3 Order of Precedence

This Agreement, the Exhibits and Attachments attached hereto, the RFP and the RFP Addenda, the Proposal, and the Proposal Addenda are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be: first, the Agreement; second, any Exhibit or other attachment to the Agreement; third, the RFP Addenda; fourth, the RFP; fifth, the Proposal Addenda; and sixth, the Proposal. Notwithstanding the foregoing, nothing contained in the RFP, RFP Addenda, Proposal, or Proposal Addenda shall be deemed to affect the Pricing Schedule or the “not to exceed” price (and shall in no event exceed any component of the price as shown on the Pricing Schedule) for the Services and

Deliverable to be provided under the Agreement as set forth in the Pricing Schedule.

8.2.4 Software Maintenance Services

During the term of this Contract, Contractor shall provide all services required by the District to maintain and upgrade the SIS Software as set forth in the Contractor Software Maintenance Agreement. The Maintenance Services Fee may be increased by Contractor to Contractor's prevailing level for similar maintenance services to similar customers, but in no event increased each year by more than 3.0% over the annual fee in effect for the preceding one year period of maintenance services. Nothing herein shall be deemed to obligate the District to purchase maintenance services beyond the term of this Contract.

8.2.5 Adoption of Updates, etc.

In creating and delivering the Maintenance Materials, Contractor shall use its best efforts to avoid the need of the District to upgrade any Platform Software.

8.2.6 Delivery of Source Code and Documentation

In connection with the delivery of each component of Licensed Software for which Contractor has granted or is obligated to grant rights to the District with respect to Source Code, Contractor shall at the same time deliver Source Code in standard machine-readable formats sufficient to generate the Object Code of the Licensed Software or component thereof being delivered, together with all Documentation of such Source Code. Source Code will be distributed at no cost via downloading from the secure Contractor website. For all other forms of distribution, there will be a fee charged to the District.

8.2.7 Electronic Delivery

All Deliverables of Licensed Software and Documentation required or permitted under the terms of this Contract shall be delivered from a point of transmission outside of facilities owned or operated by the District by electronic transmission via common telecommunications carrier or the public Internet to and for storage within computing hardware and electronic storage devices owned or under the control of the District. No tangible media Object Code, Source Code, or Documentation shall be delivered to the possession and/or ownership of the District.

8.2.8 Standard of Care

Contractor shall perform all Services in accordance with best practices in the development of computer software.

8.2.9 Acceptance of Deliverables; No Waiver

Delivery of a Deliverable shall not be deemed complete unless and until the Deliverable shall have successfully completed the Acceptance Tests specified for such Deliverable. In the event that a Deliverable shall not satisfy the requirements of the applicable Acceptance Test, Contractor shall promptly correct and/or revise the Deliverable such that the Deliverable shall satisfy the requirements of the specified Acceptance Test and shall continue to correct and/or revise the Deliverable until such time as the Acceptance Test for such Deliverable shall have been completed successfully to the District's satisfaction. No failure to object or inaction on the part of the District shall be deemed an acceptance of any Deliverable under this Contract, nor to delay or waive the due date for any Critical Deliverable, except that the District's use of the Deliverable in Production shall be deemed its acceptance. In the event the District fails to meet its obligations for timely review of Deliverables, Contractor may notify the District in writing and, if five business days pass without District acceptance or rejection, Contractor may elect to invoke the Issue Resolution Process. Upon the invocation by Contractor of the Issue Resolution Process, the due date for any subsequent Deliverable that is dependent on the Deliverable for which District review is not yet complete shall be extended by the amount of time by which such delay by the District reasonably delays Contractor's ability to deliver such subsequent Deliverable. In the event that Contractor cannot reasonably reallocate personnel on a temporary basis who are idled by such a delay by the District, Contractor shall be entitled to reimbursement for its reasonable costs as determined by the District of such personnel during the period they are idle.

8.2.10 Third-Party Software Procurement

The District may elect to purchase licenses to one or more items of Third Party Software products itemized in the Pricing Schedule, by issuing a purchase order for the same to Contractor. Contractor shall thereafter arrange for the delivery of the same to the District, by electronic means to the maximum extent made possible by the licensor of such Third Party Software. In such event, the District shall pay the price for such items in accordance with the price, formula, or method set forth in the Pricing Schedule. Provided that license rights for such Third Party Software shall run directly to the District from its respective licensor, the District's rights with respect to such Third Party Software shall be solely those rights (including rights to install, use, and make derivative works) conveyed under the respective licensor's license agreements. In the event that Contractor acts as a sub-licensor to the District of such Third Party Software, Contractor shall assign to the District or otherwise assure to the District that the District has all rights to such software as it would have under the licensor's prevailing direct end user license agreements. Contractor shall arrange for the District to contract with the licensor of such software for customary maintenance and update services.

8.2.11 No Obligation of the District

Nothing herein, however, shall require the District to purchase any Third Party Software other than Licensed Software from Contractor and the District shall be free in its sole discretion to select any vendor it so chooses for such purchases.

8.2.12 Documentation Standards

In connection with the delivery to the District of each installment, component or version of the Licensed Software or Maintenance Materials, Contractor shall provide all Documentation reasonably required for the configuration, installation, testing, maintenance, and operation of such installment, component, or version, as required by the Statement of Work. Technical Documentation shall be in most cases in the form of electronic tutorials and written in a manner sufficient to enable a software engineer or programmer ordinarily skilled in the art and in the use of the Platform Software to maintain such software with commercially reasonable effort, to make reasonable modifications and enhancements for maintenance of existing functionality, and to aid in isolating and correcting design or functional errors in the Licensed Software. Documentation of user instructions shall be in accordance with best industry practices for similar software. Acceptance testing shall include review of associated Documentation for compliance with these standards.

8.2.13 Changes in Scope of Services

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative, School Board's Director of Purchasing and Warehouse, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

8.2.14 Modifications Due to Public Welfare or Change in Law

The School Board shall have the power to make changes in the contract as the result of changes in law and/or rules of the School Board to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State, or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the respondent shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

8.3 Intellectual Property Rights and Confidential Information

8.3.1 Object Code License

Contractor grants to the District a perpetual, non-exclusive, non-transferable, non-refundable, royalty-free right and license to install and use the Object Code of all Licensed Software on any, some, or all computing devices used by or for the benefit of the District in connection with the operation of the District, effective on delivery of each component or installment thereof, subject only to payment therefore as provided in this Contract and the Pricing Schedule. The right granted by this paragraph shall extend to the right of contractors to the District, other government agencies, students, parents, health care providers,

and other End Users who have a reasonable need to avail themselves of the services provided by the SIS for the sole purpose of conducting District business, to use the Licensed Software by remote or local access, and to install and use any applets or plug-ins that are part of the Licensed Software and are provided for the purpose of using or facilitating the use of the Licensed Software or any portion thereof on a remote or client basis. The District shall not sublicense any rights granted to the District under this Contract.

8.3.2 Rights to Source Code

If Vendor, whether directly or through a successor or affiliate, shall cease to be in the software business, or cease to support the submitted application, or if vendor should be declared bankrupt or insolvent by a court of competent jurisdiction, Fort Worth Independent School District shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source program of the object programs supplied under this agreement and single copy of the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to the District shall be subject to each and every restriction on use set forth in the request for Proposal. It is the District's preference that Source Code is delivered to the District upon software installation and upon each and every enhancement delivered to the District. Vendors must stipulate their policy regarding Source Code.

The ability of the School District to access its data, even following a major default or any interruption in the business of the Proposer or interruption of its delivery of service, is of crucial importance to the School District. Therefore, the Proposer shall identify the means by which it will offer and accomplish the following:

- a. Source Code, manuals, and Documentation relating to the software proposed shall be provided to the School District on a periodic basis, commencing with all Source Code and Documentation for the system as of the date of the contract, and shall be updated at least every four months thereafter.
- b. The Proposer must identify any restrictions and limitations on the use of the Source Code, including any updates thereto, and Documentation. If an escrow arrangement will be required, there must be means of verifying the delivery into escrow and confirmation that the escrow agent will be reasonably suitable and approved to the reasonable satisfaction of the School District.

- c. The School District will not use the Source Code and Documentation unless the Proposer is unable, or refuses, to provide or allow access to the data on the system platform. The Proposal must include reasonable means by which the School District will take the Source Code and Documentation, updated at least every four months, out of escrow (if an escrow is required).

8.3.3 Documentation License

Upon delivery to the District of Documentation other than documentation of Third Party Software, Contractor grants to the District a non-exclusive, perpetual, royalty-free right and license to copy, make derivative works, distribute, and display such Documentation to authorized users of the SIS. In the case of Documentation containing Proprietary Information of Contractor, the distribution of copies of such Documentation shall be limited to persons with a reasonable need to know such Proprietary Information in connection with their activities for the District who are bound by obligations of confidentiality at least as strict as the obligations of confidentiality of the District to Contractor with respect to the particular materials being delivered or proposed to be delivered.

8.3.4 Software Acquired from Third Parties

Contractor does not hold any third party Source Code.

8.3.5 Disclosure of Proposal Content

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8.3.6 Security and Confidentiality

The successful respondent shall comply fully with all security procedures of the District in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

8.3.7 Rights in Data

The District is and will remain the owner of all data provided to Contractor by the District pursuant to this Contract. Contractor will not use such data for any purpose other than providing Services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data. The District agrees not to provide or otherwise make the Licensed Software available in any form to any person, except in strict conformity with the licenses expressly granted under this Contract.

8.4 Warranties

Contractor represents, warrants, and covenants to District as follows:

8.4.1 Performance of Deliverables and Licensed Software

For a period of one (1) year from the Project Completion each Deliverable and all Licensed Software shall perform in accordance with all Specifications, Documentation, and any other criteria set forth herein in the computer hardware and/or software environments set forth herein.

8.4.2 Software Limitations

At the time of installation, no software comprising a Deliverable or licensed hereunder shall contain any virus, "Trojan horse," timer, clock, counter, or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable

or otherwise incapable of being used in the full manner for which it was designed and created (a "Software Limitation"). Contractor shall not include any such Software Limitation in any Maintenance Materials provided to the District. Contractor also shall use all reasonable practices and security procedures necessary to avoid insertion of Software Limitations prior to installation of any Deliverable. Any Deliverable shall operate compatibly with major commercially available virus protection programs that District may use. Further, no Software Limitation shall be triggered by: 1) any Deliverable being used or copied a certain number of times or after the lapse of a certain period of time; 2) any Deliverable being installed on or moved to a central processing unit or system that has a serial number, model number, or other identification different from the central processing unit or system on which such Deliverable or licensed software originally was installed; or 3) the occurrence or lapse of any similar triggering factor or event.

8.4.3 Accuracy of Documentation

All Documentation shall be complete and describe the applicable Deliverable and components thereof accurately so as to enable a staff consisting of a reasonable number of information systems professionals with ordinary skills and experience to utilize the Deliverable for the purposes for which it is being acquired by or intended for use by District. All Source Code Documentation shall describe the Source Code and all components thereof accurately so as to enable computer programmers of ordinary skill and experience who are knowledgeable of the subject matter to utilize the Source Code to understand, support, modify, and otherwise use the software to which it relates.

8.4.4 Non-Infringement

No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind. Lawful use by the District Rights of the SIS Software in accordance with the Specifications does not require the District to secure rights to use Platform Software or other Third Party Software (whether acquired through Contractor or through or from others) except for those specific items identified in the Statement of Work in the quantities and/or for the categories of users set forth in the Statement of Work.

8.4.5 Authority

Contractor has full power and authority to enter into this Contract and to perform hereunder and there under, and such entry and performance do not and shall make diligent effort including investigation and review to ensure any rights of any third party are not violated.

8.4.6 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Deliverable or restrict Contractor's ability to complete the transactions contemplated by this Contract, or restrict District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

8.4.7 Third-Party Warranties

Contractor has the right to assign and transfer to District all of Contractor's rights under any and all warranties received from the supplier (other than Contractor) of any component of any Deliverable and has the right to assign or transfer to District such supplier's warranties.

8.4.8 Title

Contractor has full title and right to license and deliver to District, all Deliverables, including without limitation, software owned by Contractor and Third Party Software (other than District Supplied Software).

8.4.9 Disclaimer

The foregoing warranties, together with any other warranties set forth in this agreement, are in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

8.4.10 Assignment of Warranties

If under this Contract, Contractor procures goods or services for the District; Contractor shall assign or otherwise transfer to District, or afford the District the benefits of, any manufacturer, licensor, or other provider's warranty for such goods and/or services.

8.5 Other Obligations of Contractor; Insurance, Indemnities

8.5.1 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances,

rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Texas, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

8.5.2 Contract/Respondent Relationship

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law and shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto. Any contract awarded as a result of this RFP shall begin on or about December 15, 2012 and continue through October 31, 2017. If the School Board exercises its renewal option or options, the contract,

conditions, and prices shall either be the same as the original contract, conditions, and prices or must be the most favorable price, conditions, and term then being offered for systems and services by vendor.

The independent respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

8.5.3 Staffing and Management

During the term of this Contract, Contractor shall not reassign or modify the operational authority of the management personnel listed in the Scope Management Process without the consent of the District except 1) upon request by the District; 2) as the result of the termination by Contractor of the employment of the affected person; or 3) upon reasonable request initiated by such affected person. Contractor shall furthermore refrain from reassigning or reallocating work on the Project if a reasonably foreseeable consequence of such reassignment or reallocation would be to require the repetition of work or delay in the completion of the delivery of any Deliverable. Notwithstanding the foregoing, upon request by the District for a change in such management personnel, Contractor shall use commercially reasonable efforts to remove and replace such individual Contractor personnel assigned to the Project in a timely fashion.

8.5.4 Use of Contractors

Prior to subcontracting any portion of the Services, Contractor shall notify the District of the proposed subcontract and proposed subcontractor, including without limitation any legal entity and/or any individual not in the exclusive employ of Contractor who would be involved in any manner in the Services, other than activities relating to the development of the SIS software product. The notice should provide background information with respect to the proposed subcontractor that is appropriate to the nature and scope of the subcontractor's activities. In the event the District objects to such subcontractor, Contractor shall not use such subcontractor in connection with such work. No subcontractors have yet been approved by the District as of the execution of this Contract. No subcontracting or other arrangement shall release Contractor from its responsibility for its obligations under this Contract. No subcontractor may be engaged unless such subcontractor and each of its employees providing services on the relevant engagement certifies in writing such qualifications as are required by the District for contractors generally, and agrees in writing to guard the confidentiality of Proprietary Information of the District to the same standard of care as binds Contractor under this Contract, and agrees in writing, prior to commencing work, that all work is a "work for hire" under the Copyright Laws of the United States and that in the event that such work is not eligible for

treatment as such a work for hire, such subcontractor presently, prospectively, and irrevocably assigns any copyrights in such work to Contractor. Use of such contractors shall also be conditioned on contractors' compliance with any insurance requirements otherwise applicable to Contractor, except that the applicable limit shall be \$2,000,000, combined limit. The District may require delivery of reasonable evidence of compliance as a condition of consent.

8.5.5 Financial Reporting; Audit and Inspection of Records

The respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

8.5.6 Indemnity

The respondent shall indemnify, hold harmless, and defend the School Board, its officers, agents, and employees from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the contract.

8.5.7 Use Disruption

If a third-party intellectual property claim causes the use of any Deliverable, any Documentation, or any component or part thereof to be seriously endangered or disrupted, Contractor shall, at the option of District, 1) replace the same without additional charge, by compatible, functionally equivalent, and non-infringing product(s); 2) modify such Deliverable, Documentation, or component or part, to avoid the claim or infringement and retain all functionality; 3) obtain license(s) for District to continue use of such Deliverable, Documentation, or component or part, and pay any additional fee required for such license(s). Nothing in this section shall relieve Contractor from any obligation to deliver all material functions of the SIS as required by the Project Documents.

8.5.8 General Insurance Requirements

Each respondent shall include in their submittal proof of insurance capabilities, including but not limited to, the following requirements:

- A. Commercial General Liability Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000)
 - 2. Aggregate
 - (b) Two Million Dollars (\$2,000,000)

- B. Errors and Omissions Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000) with a deductible not to exceed \$25,000
 - 2. Aggregate
 - (b) Four Million Dollars (\$4,000,000)

The respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All insurance policies shall be issued by insurers licensed to do business in the State of Texas and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The Respondent shall maintain in force for the duration of this Agreement a Technology Errors and Omissions/Cyber Liability policy including without limitation, software errors and omissions, unauthorized access, unauthorized use, virus transmission, denial of service, personal injury, advertising injury, failure to protect privacy, and intellectual property infringement covering the liability of the Respondent and the liability of the School Board arising out of the acts of the Respondent as respects to the design and development of the systems used to operate and maintain the service with a minimum limit of One Million (\$1,000,000.00) Dollars each occurrence and Four Million (\$4,000,000.00) aggregate.

If coverage as required is written on a claims-made basis, the Respondent warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that

continuous coverage will be maintained or an extended discovery period will be exercised for a period of 4 years beginning from the time that work under the Agreement is completed. The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the School Board.

Certificate of Insurance: A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the School Board Representative prior to the execution of the contract and annually upon renewal thereafter. Respondent agrees that School Board will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to the School Board Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to the School Board at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) School Board shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.
- (4) The School District shall receive extended reporting coverage, errors and omissions, and liability insurance, and the extended reporting period shall be a period of four (4) years. All policies of insurance, certificates, and terms and conditions of the insurance are subject to review by the School District's Risk Manager or designee, and all such policies shall be consistent with the requirements of this Proposal and will also be subject to determination by the Risk Manager, as acceptable to the school District.

If the Risk Manager determines that any form or coverage provision is commercially unreasonable or inconsistent with the requirements of this Proposal, then the Proposer shall obtain revised coverage terms or revised forms, as the case may be,

that will be in conformance with the requirements of this Proposal as determined by the School District's Risk Manager.

Loss Deductible Clause: The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

8.5.9 Damage to Property

Contractor shall be responsible and liable for all damage to the property of the District which is caused by Contractor, sub-contractors, or their respective employees, during the term of this Contract and shall, at its own expense, repair and/or replace all damaged property to its original condition.

8.5.10 Errors and Omissions

Contractor shall maintain the following insurance coverage, at its sole expense, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Contract or either party's use of any Deliverable or any component or part thereof: 1) comprehensive general liability coverage; 2) errors and omissions insurance which covers professional errors and omissions of Contractor and all professionals who are employees of Contractor and are engaged to furnish professional services in connection with the services hereunder. Coverage under each policy will be a minimum of One Million Dollars (\$1,000,000) for each instance and four Million Dollars (\$4,000,000) in the aggregate. Each policy shall be issued by a reputable insurance company qualified to do business in Texas. Upon District's request, Contractor shall ensure that the general liability policy shall name District, any agency or instrumentality for which the District provides or manages educational services, the members of the Board of Education, and its officers, employees, agents, and attorneys, as additional insureds. Contractor shall provide District with evidence of compliance with Contractor's obligations under this Section. In the case of failure to furnish such evidence or upon cancellation of any required insurance, District may declare a breach of this Contract or may withhold all future payments until Contractor complies with this requirement or may purchase such coverage and offset the cost against any amounts otherwise due to Contractor. Contractor shall provide thirty (30) days prior written notice to District of any impending cancellation or termination of such insurance.

8.5.11 Liquidated Damages

In case of failure on the part of the successful respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as

may be granted by formal action of Fort Worth Independent School District or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which Fort Worth Independent School District will suffer damage, the amount of which is difficult, if not impossible to ascertain. The Proposer, if awarded the contract, shall develop a completion schedule and a project schedule establishing benchmarks. The schedules will be subject to approval by the School District and will be revised as necessary by the vendor. The requirements for the project schedule and completion schedule shall be in accordance with the requirements of this RFP, the Proposal, and the determination by the School District regarding the schedule that is necessary in order to have the system on line in accordance with the requirements of this Proposal, state law, and the requirements of the Race To The Top grant. Therefore, the vendor shall pay to the School District, as liquidated damages, the sum of \$200.00 for each calendar day of delay. "Delay" is defined as each day following the assigned and scheduled substantial completion date of the project, and/or any major project benchmark specified as such in the schedule. If the date of final completion extends beyond the date specified for final completion, then the liquidated damages shall be \$100.00 for each calendar day beyond the date scheduled for final completion (assuming that substantial completion has already been achieved). If substantial completion has not been achieved, and the deadline for achieving final completion is not successfully achieved, then the liquidated damages shall be \$400.00 for each calendar day required for final completion of the work. The parties agree that the amount of actual damages that would be suffered by the school District as a result of the vendor's failure to timely complete the work cannot be reasonably determined as of the date of the contract and that the amount of actual damages that would be suffered for delay cannot be reasonably measured as of the date the contract is entered. The parties agree that the amount of liquidated damages specified here is a reasonable approximation of the actual damages that would be suffered if the vendor fails to achieve a scheduled major work deadline, fails to achieve substantial completion, or fails to achieve final completion. The parties agree that these liquidated damages are not a penalty and are a reasonable approximation of the actual damages that would be suffered upon a delay in completion.

8.5.12 Claim Notice

The respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims,

including a resume of claims experience relating to all respondent operations at the School Board project site.

8.6 Financial Matters

8.6.1 Fixed Fee Contract

Contractor will provide all Services, as defined in the RFP. All travel and related expenses are included in the fixed fee portion of the contract as defined in Appendix B, Cost Forms of the District's RFP # 13-041.

8.6.2 Payment on Deliverables

For all software and Documentation deliverables, the District shall pay to Contractor the fees and costs set forth beside the respective Deliverables on the Pricing Schedule.

8.6.3 Conditions to Payment

Payment to Contractor of the amounts due on account of each software Deliverable and Documentation Deliverable or group thereof under this Contract shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule and specifically upon the successful and timely completion of the Acceptance Tests specified for the particular Deliverable.

8.6.4 Maintenance Services

Subject to the terms of Section 8.4.1, the District shall pay to Contractor the annual maintenance fee set forth in the Pricing Schedule or as adjusted in accordance with Section 8.2.4 above, subject to Service Level Credits as set forth in the Maintenance Services Schedule, if applicable. Maintenance Services shall be invoiced on July 1 of each applicable year and be payable in accordance with the provisions of 8.6.5 below.

8.6.5 Time and Manner of Payment

Payment Terms

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- C. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).

- D. By submitting a Proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Texas Code 2251.021).

8.6.6 Work Orders

In the event that an authorized representative of the District shall issue a Work Order for Services, Third Party Software and/or equipment under this Contract, the District shall pay to Contractor an amount determined by the time and materials fee schedules under the Pricing Schedule, not to exceed the maximum cumulative amount for Work Orders under this Contract, as set forth in the Scope Management Process and the Pricing Schedule. Amounts due under this paragraph shall be paid within forty-five (45) days after receipt by the District of Contractor's statement for the respective Services, itemizing the time and materials expended on the particular Work Order for the month preceding and cumulatively for that Work Order and the aggregate of Work Orders to date.

8.6.7 Form of Invoicing

Invoices shall itemize services, dates, and deliverables consistent with the terms of this agreement. Additional documentation shall be furnished by Contractor to the District's Accounts Payable Section upon request. Invoices shall be mailed to:

Fort Worth Independent School District
Accounts Payable
100 N. University Drive, Ste NW 140-F
Fort Worth, Texas 76107

8.6.8 Contract Modifications

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, in the form of a contract amendment and approved by the School Board and authorized representative of the Contractor.

8.6.9 Reduction of Scope

The District may determine to eliminate certain features of the Services or Deliverables from the scope of the Project. In such event, the parties shall negotiate in good faith as to an equitable reduction in the applicable prices set forth in the Pricing Schedule.

8.6.10 Most Favorable Customer

Contractor agrees to treat District as its most favored customer. Contractor represents that all of the fees and prices, warranties, benefits, and other terms being provided to District under this Contract are equivalent to or better than the fees and prices, warranties, benefits, and other terms being offered by Contractor to any other customer for similar services under similar circumstances of similar size in student Full Time Equivalency.

8.6.11 Suspension of Payments

In the event that any Critical Deliverable shall not be delivered or accepted on or before the applicable dates specified for such Critical Deliverable, all payment for Deliverables to be delivered subsequent to such delayed deliverable shall be suspended until the acceptance of all Critical Deliverables which have not been timely delivered or accepted. In no event shall the suspension of a payment under this paragraph relieve Contractor from any other date for delivery or acceptance.

8.6.12 Taxes

Fort Worth Independent School District is exempt from Federal and State Tax for Tangible Personal Property. Texas State Exemption Certificate No. 75-6001613-5. Vendors or Contractors doing business with Fort Worth Independent School District shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

8.6.13 Allowance for Suspension or Delay Caused by District

The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the School Board's Authorized Representative shall either 1) issue a notice authorizing resumption of work, at which time activity shall resume; or 2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

8.7 Formalities; Term and Termination

8.7.1 Approval by the District

This Contract shall be effective upon its signature by District representation in accordance with applicable law and District policies and procedures, with a budget encumbrance intended to fund performance through June 30, 2014. Each fiscal year of the District thereafter, it is expected that the School Board will consider for allocation the amount set forth in the Pricing Schedule for the respective year of the term of this Contract ("Fiscal Allocation"). Nothing herein, however, shall be construed so as to require the District to allocate any sums on this Contract beyond the Initial Allocation.

8.7.2 Initial Term

The term of this Contract shall commence on the date of its approval by the School Board and shall continue thereafter for a period of Sixty (60) months, unless sooner terminated in accordance with this Contract. Notwithstanding the foregoing, the terms and conditions applicable to maintenance services shall continue thereafter until the expiration of the year on account of which maintenance services shall have been paid.

8.7.3 Termination for Funding Restriction

- A. Texas School Laws prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- B. It is necessary that fiscal funding out provisions be included in all Proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions is an integral part of this Proposal and must be agreed to by all Proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this Proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful Proposer.

Such written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and

- b. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- c. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

8.7.4 Termination for Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date, and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

8.7.5 Right to Require Performance

- A. The failure of the School Board at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

8.7.6 Termination for Default

The School Board's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute

cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

8.7.7 Material Breach

For the purposes of the foregoing provision "material breach" shall mean the failure of Contractor to perform any material obligation, including without limitation, the following:

Failure to Deliver a Critical Deliverable within the notice period specified for a notice of Failure to Progress.

Chronic failures to deliver Deliverables on a timely basis, without such failures being materially caused by fault of the District, a third party over which Contractor does not have the legal right to control, or an event of Force Majeure.

Breach of any warranty given pursuant to 8.4 Warranties, which breach materially affects the ability of the District to deploy and/or use the SIS.

8.7.8 Termination for Nonpayment

If the District fails to pay Contractor when due any charges under the Contract within ninety (90) days after presentation of an invoice and fails to make such payment within thirty (30) days of notice from Contractor of the failure to make such payment, then Contractor may terminate this Contract without further notice, provided, however, that such termination shall not relieve the District of its payment obligations to Contractor for services rendered and reimbursable expenses incurred through the effective date of the termination. Source Code and Documentation must be returned in 30 days.

8.7.9 Termination for Bankruptcy

This Contract may be terminated by either party, without notice, in the event that either Party shall have ceased business, become the subject of an order for relief or insolvent under applicable bankruptcy laws, or made an assignment for the benefit of creditors. (Source Code and Documentation will be transferred to the District for complete ownership).

8.7.10 Payment on Termination

In the event that the District terminates this Contract or any portion thereof prior to its expiration on any basis other than for Contractor's material breach or Failure to Progress, the District shall pay Contractor for all Deliverables delivered prior to the effective date of termination and for partially completed

Deliverables on a percentage completion basis. In the case of a termination for Failure to Progress, the District shall continue to be liable for Services not terminated, but shall not be liable for any amounts related to partial completion of Deliverables associated with the Critical Deliverable in question. In the case of a termination for material breach by Contractor, the District shall not be liable for any payments on account of Deliverables not delivered as of the effective date of such termination. In no event shall the District be liable for any future payments, lost profits, costs, or expenses of Contractor, incurred with respect to Services not actually performed.

8.7.11 Transition on Termination

In the event of a termination of this Contract, except as otherwise provided, the District shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Deliverables already in Production or completed and delivered as if no termination had taken place, subject to payment for such Deliverables. The right to use the SIS Software nonetheless shall be subject to full payment of license fees as set forth in the Pricing Schedule. In the case of termination by the District for breach by Contractor or for Failure to Progress, Contractor shall provide those certain transition services identified in the Statement of Work, subject to payment at the time and materials rates set forth in the Pricing Schedule, and shall promptly assign to the District all of Contractor's rights to use Platform Software, which rights were acquired by Contractor primarily for the ability to provide the Services to the District under this Contract, upon payment by the District of any amounts set forth in the Pricing Schedule on account of such Platform Software. In the event of a termination for material breach or for Failure to Progress, the District may thereafter engage such contractor or contractors as it determines in its sole discretion to provide any of the Services not yet provided by Contractor to the District or any other services the District determines in its sole discretion to be necessary or convenient to the development, maintenance, and operation of the SIS, subject to compliance with provisions of this Contract relating to the use of contractors to service the Licensed Software.

8.7.12 Force Majeure

The School Board and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from Force Majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will

extend the performance of the delayed obligation to the extent of the delay so incurred.

Neither party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party 1) continues to perform to the extent practicable; 2) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and 3) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event will immediately notify the other Party by telephone (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

8.8 Dispute Resolution and Remedies

8.8.1 Project Managers

All disputes, claims or controversies arising out of or relating to the validity, interpretation, performance, termination, breach, threatened breach of this Contract, or any Failure to Progress (“Dispute(s)”) shall initially be referred by the Party raising the Dispute to the Project Managers designated by the Parties. If the Project Managers are unable through good faith discussions to resolve the Dispute within ten (10) Business Days after receiving written notice of the Dispute, the Dispute shall be submitted to the Senior Executives.

8.8.2 Senior Executives Resolution

If the Project Managers are unable to resolve the Dispute within ten (10) Business Days after submission by either or both Project Managers, the Dispute shall be referred to the Senior Executives. Each Project Manager will, within ten (10) business days after referral, provide to both of the Senior Executives a Dispute Statement describing in detail the substance of the Dispute and the Parties’ respective positions, and supported by such documentation as may be appropriate to acquaint the Senior Executives with the issues. The Dispute Statements will not limit either Party’s right to identify additional relevant issues at any time, or waive, prejudice or limit either Party’s rights or remedies with respect to any issues. Dispute Statements will be provided without prejudice to the providing Party for settlement purposes, and shall not be admitted in evidence or otherwise used or referred to in litigation. For the purpose of this provision, the Senior Executives shall be the Superintendent for the District and the President for Contractor. Either party may re-designate its Senior Executive

from time to time during the term of this Contract by thirty (30) days' notice to the other party, provided that once a dispute resolution procedure shall be commenced under this section, neither party may re-designate its Senior Executive without the consent of the other party as long as such Senior Executive remains in the employ of the respective party.

8.8.3 Mediation

Within ten (10) business days after delivery of the Dispute Statements, the Senior Executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. If the Senior Executives are unable to resolve the Dispute within twenty (20) business days of receipt of the Dispute Statements, the parties may pursue all claims based upon such Dispute as otherwise provided by law.

8.8.4 Continued Access

The parties agree as follows with respect to any Dispute or disagreement concerning the Licensed Software or component thereof or any of the transactions arising out of or contemplated by this Contract: during such Dispute or disagreement under this Contract or any proceeding to resolve such Dispute, pending final resolution of such Dispute or disagreement, Contractor shall not interfere with the access or use by the District of the Licensed Software. In addition, the Parties expressly agree that if any Dispute or disagreement arises with respect to the performance of any of either Party's obligations which would otherwise delay the schedule for either Party's performance of any of its subsequent obligations, to the extent technically and operationally feasible, each Party shall proceed to the performance of such subsequent obligations according to the existing schedule as if such Dispute or disagreement were non-existent, but shall be entitled to reimbursement or relief for delay as set forth in this Contract.

8.8.5 Applicable Law

The Purchase Order(s) resulting from this RFCSP shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Texas without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

8.8.6 No Consequential Damages

Neither party shall be liable for any indirect, exemplary, special, or consequential damages arising out of this agreement.

8.8.7 Limitation on Liability

The liability of the District to Contractor from all causes, except for the District's gross negligence or willful misconduct relating to its obligations under this Contract or the intentional unauthorized use or disclosure of confidential information, shall not exceed the amount of the Fiscal allocation for the fiscal year than in process, less any amount that have theretofore been paid to Contractor out of such Fiscal Allocation. The liability of Contractor to the District from all causes shall not exceed the previous 365 days of payments. Contractor shall have no liability for any claim of copyright or patent infringement based upon the use of other than a current unaltered Release of the alleged infringing item or items if such infringement would have been avoided by the use of the current unaltered release of such item or items, or upon combination of the item with programs or data not supplied or specified by Contractor if such infringement would have been avoided by the use or combination of the unaltered item with any other programs or data in order to perform the specified functions.

8.9 Miscellaneous Provisions

8.9.1 Advertising

The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

8.9.2 Solicitation of Employees

During the term of this Contract and for a period of one (1) year thereafter, neither Party shall solicit any employee of the other to work for such Party, provided that nothing herein shall preclude a Party from hiring an employee of the other Party who has responded to general advertising or general employment programs solicitation of such Party.

8.9.3 Entire Contract

This Contract, including its Exhibits and Schedules and the documents incorporated by reference herein, constitutes the sole and entire understanding and agreement of the parties with respect to its subject matter, and supersedes and replaces all prior agreements, representations, and understanding of the parties.

8.9.4 Amendment

- A. The contents of this RFP and all provisions of the successful Proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft (Attachment "J"). The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. School Board contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency.
- B. The School Board is the sole Contracting Officer and only they or their designee is authorized to make changes to any contract.
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution, or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement, or change order, the respondent should promptly contact the Purchasing Department at 817-814-2205

8.9.5 Severability

In the event that any portion of this Contract shall be deemed unenforceable by any dispute resolution tribunal, the remainder of the Contract shall remain in full force and effect.

8.9.6 Assignment

The Bidder shall not sell, assign or transfer any of its rights, duties, or obligations under the Contract, or under any purchase order issued pursuant to the

Contract, without the prior written consent of the School Board. In the event of any assignment, the Bidder remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct, or indirect assignment, sale, or other transfer by Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: 1) transfer of ownership of capital stock or any partnership interest; 2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; 3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; 4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or 5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

8.9.7 Headings and Captions

The captions and headings used in this document are for convenience of reading only and are not to be used in the interpretation or construction of this Contract.

8.9.8 Reasonable Behavior

The parties shall deal with one another in good faith. Whenever this agreement requires or contemplates any action, decision, consent or approval, the parties shall act reasonably and in good faith (unless the parties have expressly agreed in writing to some other discretionary standard) and may not unreasonably withhold or delay any such action, decision, consent, or approval.

8.9.9 No Third-Party Beneficiaries

Nothing herein contained is intended to constitute any person a third party beneficiary under this agreement or to create any obligation on the part of either party to any person who is not a party to this Contract.

8.9.10 No Partnership or Agency

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between District and Contractor. Contractor shall provide all Services under this Agreement as an independent contractor, and neither Party shall have the authority to bind or make any commitment on

behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any Affiliates of the Parties or between District and any individual assigned by Contractor to perform any Services for District. If District is held to be a partner, joint venture, co-principal, employer, or co-employer of Contractor, Contractor shall indemnify and hold harmless District from and against any and all claims for loss, liability, or damages arising there from, as well as any expenses, costs, taxes, penalties, and interest charges incurred by District as a result thereof.

8.9.11 Notices

Any notices required or permitted under the terms of this Agreement shall be in writing and shall be effective upon receipt, or five (5) days after mailing, postage prepaid, certified, and return receipt requested, addressed to the Parties as follows:

TO THE DISTRICT:

Mr. Walter Dansby

Superintendent

and

Jonathan Bey

Executive Director, Purchasing

Fort Worth Independent School District

100 N. University Drive, Ste NW 140-F

Fort Worth, Texas 76107

To successful Contractor: Account Manager as defined in successful Offeror Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

8.10 Post Award

Following the selection and signing of a contract, Purchasing will notify those Offeror whose Proposals are not selected and of the name of the selected Offeror. Please keep in mind that it may take up to two (2) months to award this contract.

8.11 Term of Contract

The District anticipates that a contract will be established effective immediately upon legal review of the contract, Board approval, and issuance of the purchase order. This contract will continue for a period of five (5) years after the initial "go-live" date. The

District anticipates entering into a long-term Student Information System software maintenance agreement with the successful Proposer following the software warranty period. The District is requesting Proposers to cost out maintenance services for four (4) years following the first year warranty period.

8.12 Proposal Binding for One-hundred-twenty (120) Days

Offeror agrees that this Proposal shall be good and may not be withdrawn for a period of one-hundred-twenty (120) calendar days after the scheduled closing time for this RFP.

8.13 Proprietary Information/Disclosure

A statement by the Offeror that the entire Proposal is proprietary and/or a statement that Offeror pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal not under separate cover and labeled proprietary, shall be public information in accordance with state statutes.

In the event of a records request on these Proposals, at its discretion, the District may allow time for Proposer's to pursue legal relief from disclosure it deems damaging. The District will follow Texas State law regarding Public Records and will not negotiate relief from disclosure on behalf of any bidder.

8.14 Permits and Licenses

The Contractor shall be responsible for obtaining and paying the cost of all permits, consents and authorizations as may be required to perform its obligation. All applicable licensing requirements are to be in compliance with any and all rules of Fort Worth Independent School District, Texas.

8.15 Copyright/Patent Indemnity

The Contractor shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark or patent, the Contractor shall indemnify the School Board and hold the School Board harmless from any cost, expense, damage or loss incurred in any manner by the District on account of any such alleged or actual infringement.

8.16 Ownership

8.16.1 Acquired Technology

Contractor shall own all title, patents, patent rights, copyrights, copyright rights, mask work rights, trade secret rights, and other intellectual property rights anywhere in the world (collectively "Rights") in and to Acquired Technology.

8.17 Contract

The District will prepare and negotiate a contract with the selected Contractor. The Proposer should provide a sample Software License Agreement and Software Maintenance Agreement which they intend to use if awarded the contract. After the award, the winning Proposer shall be required to enter into discussions with the School District to resolve any contractual differences. Failure to resolve contractual differences may lead to cancellation of the award.

The School District reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful Proposer other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Proposer a competitive advantage.

The Contractor shall notify the District in writing if sub-contractors will be used. The Contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.

8.18 School Security Employees Who Have Been Convicted of Crimes Involving Children

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the school, projects, students and staff, and otherwise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

- B. Possession of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise; or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Texas Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.

8.19 Tobacco on School Premises

The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.

8.20 Affirmative Action Contract Compliance Statement

Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the School Board, its products, services, personnel, policies, or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the

respondent or personnel furnished by the respondent, without the prior written consent of the School Board.

8.21 Indemnification

The respondent shall indemnify, hold harmless, and defend the School Board, its officers, agents, and employees from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the contract.

8.22 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Texas, Fort worth, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

8.23 Non-Discrimination

The School District is an equal opportunity and affirmative action employer under state and federal laws and regulations including Title IX, 1972, Education Amendments. By entering this agreement the Bidder assures the District that the Bidder complies with all federal, state, and local laws pertaining to discrimination on the basis of race, creed, color, national origin, sex, age, or physical or mental disability.

SCHOOL DISTRICT RFP COVER SHEET

Fort Worth Independent School District REQUEST FOR PROPOSAL

<p>Proposal Number: 13-041</p> <p>Proposal Title: SIS System Acquisition and Implementation</p> <p>Due Date: September 28, 2012</p> <p>Prior to: 2 p.m.</p>

Sealed bids/Proposals will be received in accordance with the attached specifications. The sealed envelope containing your bid/Proposal should be plainly marked with the bid/Proposal title, number, and opening date and time. Bids/Proposals are publicly opened. You are invited to attend. **PLEASE NOTE: Late bids/Proposals WILL NOT be accepted.**

Mail or deliver complete bid/Proposal package to:

Fort Worth Independent School District
Jonathan Bey
Executive Director, Purchasing
100 N. University Drive, Suite NW 140-F
Fort Worth, Texas 76107

Jonathan Bey
Email: jonathan.bey@fwisd.org

BIDDER/PROPOSER IDENTIFICATION: *(Please print information clearly.)*

Firm Name: _____	Date: _____
Address: _____	Phone: _____
	Fax: _____
City/St/Zip: _____	Email: _____
<p>You <u>MUST</u> sign the Bid/Proposal Response Form A in order for your bid/Proposal to be accepted.</p>	

FORM A - BID/PROPOSAL RESPONSE FORM

BID/PROPOSAL RESPONSE FORM

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex, or handicap unrelated to job performance of this Bid/Proposal; and that he/she has read this entire Bid/Proposal package (Sections I through VI), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in *all* sections of this Bid/Proposal.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

By: _____

Name
: _____
(Typed or Printed Name)

Title: _____ (Type or Printed Title) _____ (Date)

Address: _____
City/ST/Zip
: _____

Phone #: _____ Fax #: _____

Email: _____

***NOTE: Submit copy of Bidder's/
Proposer's current W-9 Form***

Taxpayer Identification #: _____

Prompt Payment
Discount: _____ % _____ Days

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/Proposal Document. *(Please initial in ink beside each addenda received.)*

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

FORM B - DEVIATION/COMPLIANCE SIGNATURE FORM

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax #: _____

Email: _____

If the undersigned Bidder/Proposer intends to deviate from the Terms and Conditions or Item Specifications listed in this bid/Proposal document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid/Proposal award decisions, and the District reserves the right to accept or reject any bid/Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Bidder/Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this Bid/Proposal document.

- No Deviation
- Yes Deviations

<i>Signature of Bidder/Proposer</i>	<i>Date Signed</i>

If yes is checked, please list below. Attach additional sheet(s) if needed.

FORM C - NON-COLLUSION STATEMENT

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this bid/Proposal, that this company, corporation, firm, partnership, or individual has not prepared this bid/Proposal in collusion with any other bidder/Proposer, and that the contents of this bid/Proposal as to prices, terms or conditions of said bid/Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/Proposal.”

Firm Name:

City/State/Zip:

Telephone #:

Fax #:

Bidder Signature:

Printed Name:

Position/Title:

Date Signed:

Signature of Company Official Authorizing Bid/Proposal:

Name of Company Official: ***(Please type/print)***

Official Position:

Date Signed:

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

FORM D - FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school District must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The District must compensate the person or business entity for services performed before the termination of the contract.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned 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.

Firm's
Name: _____
Authorized Company Official's
Name: _____
(please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
Signature of Company _____ Date: _____
Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company _____ Date: _____
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 _____ Date: _____
Official: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Form A)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Fort Worth ISD pursuant to this Bid/Proposal on any and all Fort Worth ISD campuses or facilities. Vendor will not assign individuals to provide services at a Fort Worth ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Fort Worth ISD Purchasing Department.

FORM E - NONRESIDENT BIDDER'S CERTIFICATION

NONRESIDENT BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

Signature: _____

Printed Name: _____



I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

FORM F - DEBARMENT OR SUSPENSION CERTIFICATION

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder/Proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

FORM G -

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

COMPLIANCE GUIDELINES & FORMS

This Form should be completed and signed by the Prime Vendor/Contractor.

- It is the intent of the FWISD HUB Program to identify and track true sub-contracting/outsourcing opportunities by prime vendors that build the capacity of smaller HUB/M/WBE companies.
- These forms must be attached to any procurement documents submitted to the FWISD and are due at the time of bid/proposal opening.

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the Prime Vendor/Contractor, and that the information and supporting documentation submitted are true and correct. I further understand and agree that, if awarded any portion of the solicitation:

- I will submit Prime Assessment Report – PAR to the District or District’s representative, verifying my compliance with this HUB Utilization Plan (HUP), including the expenditure(s) I have made to subcontractors.
- I must seek approval from the District prior to making any modifications to the HUP.

For additional information about this form, please contact the person listed below. *All questions must be submitted in writing* via e-mail and received seven (7) calendar days prior to the opening date. *No verbal responses will be provided.*

Jonathan Bey

jonathan.bey@fwisd.org

RFP #:			
RFP Title:			
Prime Vendor / Contractor Name:			
Prime Vendor / Contractor Address :			
	City:	State:	Zip:
Contact Person :		Phone:	Email:
Signature :			

SUMMARY OF UTILIZATION

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

- ◆ A "Historically Underutilized Business" (HUB)...
 - ...is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman.
 - ...is an entity with its principal place of business in Texas, and has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
- ◆ A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:
 - "Minority-Owned Business Enterprise (MBE)" is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group.
 - "Minority individual" is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans or persons with a disability.
 - "Woman-Owned Business Enterprise (WBE)" is defined for purposes of this policy as a business enterprise that is at least 51 person owned by a woman or women.
- ◆ The Prime Contractor is the vendor that FWISD has awarded a contract to.
- ◆ A Sub Contractor is a company that the Prime contractor has hired to provide a portion of the goods/services contracted for:
 - A prime's supplier is not considered a sub-contractor in this definition because the supplier is not needed for the particular goods/services being acquired, but are for the general operations of the prime contractor.
 - This would be considered a tier three HUB vendor. At the present time, FWISD is not calculating tier three relationships.
- ◆ HUB Programs typically try to identify true sub-contracting or outsourcing opportunities that will help build the capacity of smaller HUB firms at the tier two level.
 - One concern has been "pass through money" which exists when a prime selects a sub for cosmetic purposes and no true sub-contracting or outsourcing opportunity exists.
 - "Pass through money" tends to drive prime prices up and can increase the costs of goods/services.

- Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.

- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is 25% utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.
- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

Question 1. As the prime vendor/contractor, is your company a Historically Underutilized Business (HUB)/ Minority or Woman-Owned Business Enterprise (M/WBE)?

- Yes - Complete section A, questions 2 and 3.
- No - Complete questions 2 and 3.

Section A. Certifying Entity	Certification Number	AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, ,HI women)	GENDER
North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. (If you are not HUB/M/WBE certified, list non-certified.)	(If you are not HUB/M/WBE certified, list not applicable “N/A”)	Ethnicity	

Question 2. Will you use subcontractors as a part of this solicitation?

- Yes – Go to question 3.
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (By answering “No”, complete sections D and E.)

Question 3. Is your subcontractor a HUB/M/WBE?

- Yes - Complete Sections B, D and E.
- No - Complete Sections B, C, D and E.

*HUB Evaluation
Points / Percentage Matrix*

Is the Prime a HUB? Yes Is the Sub a HUB? Yes ● 10 points or 10 %	Is the Prime a HUB? No Is the Sub a HUB? Yes ● 7 points or 7 %
Is the Prime a HUB? Yes Is the Sub a HUB? No ● 4 points or 4 %	Is the Prime a HUB? No Is the Sub a HUB? No ● 0 points or 0 %

Section B.

Subcontractor Utilization (List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime’s HUB/M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its HUB/M/WBE subcontracting goals. Use additional sheets if necessary.)

Subcontractor/ Supplier Name	Contact Person & Phone Number	Certification Agency	Certification #	Ethnicity/ Gender	Service / Supplies to be provided	Estimated Amount	% Of Total Bid
Totals							

Section C. Good Faith Efforts Documentation (Complete this section if subcontractors will be utilized; however, the subcontractors are not HUB/M/WBE.)

	YES	NO
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>

Section D. Past Performance with the FWISD HUB Program
 List HUB/M/WBE subcontractors that were utilized on previous Fort Worth ISD projects.

FWISD Bid # or Interlocal Agreement Information	Name of Project	HUB/M/WBE Subcontractor/Supplier or Joint Venture Partner	HUB/M/WBE Contact Person & Phone Number	Amount or % of Bid

Section E. Mentor Protégé or Joint Venture

	YES	NO
1. Does your company currently participate in a Joint Venture Agreement with a Certified HUB/M/WBE for this solicitation? (If yes, attach a notarized Joint Venture Agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your company currently participate in a Mentor Protégé Plan? (If yes, attach a current Mentor Protégé Plan.)	<input type="checkbox"/>	<input type="checkbox"/>

FORM H - Model SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Name of Contractor"), I

First Name: _____ Last Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Certify that [check one]:

[] None of Contractor's employees are *covered employees*, as defined above.

Or

[] Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature

Date