

Mansfield Independent School District

Board Agenda Item

Title: Approve Vendor Recommendation for
Awarding the TIPS/TAPS Quote for
Supplemental Technology Support
Services

Pages: 2

Date: September 28, 2010

QUOTE RECOMMENDATION

Background:

We request that the MISD Board of Trustees approve the recommendation as made by the Purchasing Department, in conjunction with the Technology Development Department, for Supplemental Technology Support Services. A quote was received from a pre-approved TIPS/TAPS vendor, Delcom, L.P. MISD is a member of The Interlocal Purchasing System (TIPS/TAPS) Cooperative. TIPS/TAPS is sponsored by the Region XI Education Service Center and is granted authority by Section 271.081-271.083 Local Government Code.

Considerations:

Attached is the tabulation of the quote received. The purpose of this quote is to obtain access to supplemental technology support services on an as-needed basis. These services are used to complete time sensitive, labor intensive, and large scale projects so that MISD technicians can meet the needs of users more quickly and effectively. The hourly rates listed on the quote are based on the level of experience and expertise of the technician.

Recommendation:

The Purchasing Department, in conjunction with the Technology Development Department, recommends that the quote for Supplemental Technology Support Services be awarded to Delcom, L.P.

TIPS/TAPS Quote #14223 for Technology Supplemental Support Services

| VENDOR | Delcom, L.P. | | |
|---------------------------------------|---|------------|-----------------|
| | Qty | Unit Price | Ext. Price |
| Basic Technician Per Hour | 1 | \$35.00 | \$35.00 |
| Certified Desktop Technician Per Hour | 1 | \$75.00 | \$75.00 |
| Network Technician Per Hour | 1 | \$110.00 | \$110.00 |
| Total | | | \$220.00 |
| Additional Information | TIPS/TAPS Contract #1072309 Quote# 14223 | | |



Delcom Group, L.P.

Professional Services Agreement Mansfield ISD

This Professional Services Agreement (“Agreement”) is between Delcom Group, L.P., (“Delcom”) and Mansfield ISD (“Customer”), and shall govern the provision of services (“Services”) by Delcom to Customer.

This Agreement consists of the following attached documents, which are incorporated herein in their entirety by reference:

1. **GENERAL CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT**
2. **EXHIBIT A - PROJECT DESCRIPTION**
3. **ATTACHMENTS – Any customer paperwork requirements**

This Agreement, the Exhibits and the attachments attached hereto represent the entire agreement between the Parties. Any modification to this Agreement may be made only in a writing executed by the duly authorized representatives of Delcom and Customer. Exhibits, attachments and amendments to this Agreement shall take precedence in case of conflicting terms between the terms of the Agreement, and those of the exhibits, attachment or amendment.

Delcom Group, L.P.

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax I.D. No.: _____

**Delcom Group, L.P. – Mansfield ISD
General Conditions to Professional Services Agreement**

1. **Term.** This Agreement shall be for a period of time (“Agreement Term”) commencing on XX/XX/XX.
2. **Services:** During the Agreement term, Delcom will provide Customer with computer services or other services more fully described in Exhibit A hereto.
3. **Invoices.** Unless stated otherwise in an Exhibit A, invoices are due and payable in full upon receipt.
4. **Assignment.** This Agreement is not assignable by Customer without the prior written consent of Delcom. Any attempt by customer to assign any rights, duties or obligations which arise under this Agreement without Delcom consent shall be void. Delcom expressly reserves the right to sub-contract, at Delcom’s expense, for the performance of any and all of the services to the provider hereunder. In such event, however, the rights and obligation of Delcom and Customer shall not be diminished.
5. **Agreement not to Solicit Employees.** Customer will not, while at any time during the term of this Agreement and for a period of twelve (12) months following the termination of such Agreement, whether as an individual, or in any capacity, directly or indirectly, solicit, employ, contract or retain any employee of Delcom without its written consent.
6. **Insurance.** Delcom maintains Worker’s Compensation and Employer’s Liability Insurance covering its employees according to statutory requirements applicable to Houston and Dallas, TX. Proof of such coverage will be provided upon request by Customer.
7. **Limitation or Remedies.** Delcom's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of actions, shall be limited to the amount which has been paid to Delcom by Customer for performance hereunder. In no event will Delcom be liable for damages caused by Customer's negligence, or for special, incidental or consequential damages, lost profits, lost use of equipment, loss of stored memory, cost of substitute equipment or other downtime costs, even if Delcom has been advised of the possibility of such damages, or for any claim against Customer by any other party. No action rising out of this Agreement, regardless of the form of action, may be brought by Customer more than one year after the action has occurred. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN AND IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.
8. **Savings Clause.** The failure of Delcom to at any time enforce any provision hereof shall never be construed to be a waiver of such provision or of the right of Delcom to enforce each and every provision hereof at any time. In the event any paragraph, provision or clause, or any combination of same hereof shall be found or held to be unenforceable at law or in equity, or under any ordinance, statute or regulation, such findings or holding shall not in any way affect the other paragraphs, provisions and clauses which shall remain in full force and effect, and which shall, to the extent possible, be interpreted and applied so as to effectuate the intent of the paragraphs, provisions or clauses held to be unenforceable.
9. **Force Majeure.** Either party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of God, governmental authority, unavailability of parts from manufacturer, delays in transportation or any other cause beyond their reasonable control.
10. **Termination with Cause.** If either Party breaches this Agreement or any Exhibit, the other Party may terminate the Agreement or the Exhibit upon fifteen (15) business days written notice to the other, unless the breach is cured, to the satisfaction of the non-breaching Party, within the notice period.
- 10a. **Termination without Cause.** Delcom or Customer may terminate this Agreement, in whole or in part, at any time without cause following thirty (30) business days written notice to the other Party.

Customer Signature _____

Date _____

**Exhibit A
Project Description**

Block Time: Mansfield ISD agrees to purchase and prepay ?? hours time for Maintenance performed on internal network at corporate location at MISD Schools. All relevant charges for labor will be applied to the prepaid amount until the hours are used in its entirety by Customer. Any service performed outside of Normal Working Hours will apply toward the Block Time according to section 4 of the General Conditions to Professional Services Agreement

Normal Working Hours: Service will be performed between the hours of 8:00a.m. – 5:00p.m. Monday through Friday except for legal Holidays.

Standard Billing Rate (Hardware Services): Delcom's standard billing rate for Hardware Services is \$110/hr with a one (1) hour minimum.

Standard Billing Rate (Networking Services): Delcom standard billing rate for Networking/Software Services is \$150/hr with a one (1) hour minimum.

Overtime Rates: All time worked in excess of eight (8) hours in any one working day, or on Saturdays, Sundays or holidays shall be billable as follows :

| | |
|----------|--------------------|
| Night's | 1.5 x billing rate |
| Weekends | 1.5 x billing rate |
| Holidays | 2.0 x billing rate |

Standard Response Time: Delcom will respond to all calls placed before 2:00p.m. by the next business day. Calls placed after 2:00p.m. will be serviced by noon of the second business day. Delcom will make an attempt to service all calls placed before 12:00pm on the same business day. However, Delcom cannot guarantee that type of response on every call.

Warranty Calls. Delcom will respond to warranty calls according to the guidelines set forth in the manufacturer's warranty policy. Customer must provide Delcom with a proof of purchase from an authorized dealer. All services performed outside of the warranty guidelines such as software support, data backup/recovery, services related to physical damage/abuse will be billed at the standard billing rates.

Service Level Summary / Rates for Mansfield ISD. Contract Rates for maintenance performed on internal network at Ascent Energy, Inc. location.

Response Time: Standard –OR- Expedite on Request. Expedite will automatically burn two hours of block time.

Billing

35.00 Hour Basic Desktop Support

75.00 Mid-Level Technician A+ Certified

110.00 Network Engineer

Total: \$25,000 purchase

Customer Signature _____

Date _____

BACKGROUND:

We request that the MISD Board of Trustees approve the recommendation as made by the Purchasing Department, in conjunction with the Technology Development Department, for Supplemental Technology Support Services. [cite TIPS/TAPS contract].

CONSIDERATIONS:

Attached is the tabulation of the quote received and a copy of the contract. The purpose of this quote is to obtain access to supplemental technology support services on an as-needed basis.

RECOMMENDATION:

The Purchasing Department, in conjunction with the Technology Development Department, recommends that the quote for Supplemental Technology Support Services be awarded to Delcom, Inc., as shown on the tabulation, and that the superintendent be authorized to negotiate and sign the contract.