

REQUEST FOR PROPOSALS NO. 030-PP10
INSTANT MESSAGING AND PARENT NOTIFICATION SYSTEM
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

I. NAME AND ADDRESS OF REQUESTER

Miami-Dade County Public Schools
Office of Public Relations
1450 N. E. Second Avenue, Room 250
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of the Request For Proposals is to obtain an automated system to deliver messages regarding attendance, emergencies and school notices to parents, students and employees of Miami-Dade County Public Schools.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Fifteen (15) bound copies of the proposal and one (1) CD containing the entire proposal, must be submitted no later than February 6, 2014, at 2:00 p.m., (Local time) at the following address:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management Services
1450 N. E. Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the proposer. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal package must contain all the items described in Sections V and VI of this document. Failure to submit these items may render the proposal non-responsive. The proposal must be signed by an officer of the firm dully authorized to act on behalf of the firm. The proposal shall be submitted in a sealed envelope marked "RFP NO. 030-PP10 - INSTANT MESSAGING AND PARENT NOTIFICATION SYSTEM."

IV. GENERAL INFORMATION ABOUT THE DISTRICT

The Miami-Dade County Public Schools District is a \$4.3 billion organization with over 55,000 employees on the payroll. As the fourth largest school district in the country, M-DCPS provides educational services to over 353,000 students in Pre-kindergarten through grade 12, and adult programs.

The District:

- Maintains 173 elementary schools, 60 middle schools, 43 senior high schools, 43 K-8 centers, 22 primary learning centers, 8 specialized centers, 120 charter schools, 7 alternative schools, and 22 vocational centers/adult education.
- Maintains multiple administration sites.
- Provides educational services over an area of approximately 1900 square miles.
- Retains approximately 34,000 full-time certified employees including teachers, Paraprofessionals, Assistant Principals and Principals.

V. INSTANT MESSAGING AND PARENT NOTIFICATION REQUIREMENTS

Proposer is requested to supply responses in same order as questions and requirements are stated in this section to facilitate comparison to other respondents. The Proposer is requested to address the following questions with sufficient detail to allow the District to understand how your organization would fulfill its needs:

Items 1 – 5 are Required By Messaging Provider – An instant messaging and parent communication provider **shall**:

1. Demonstrable capacity to currently support at least 42,000 full- and part-time employees, 353,000 students, 500 school locations and offices with room for growth. Documentation must be presented validating proposers contracted calling capacity.
2. Demonstrate the financial resources to support the contract. A copy of the most recent audited financials is requested to be submitted with the proposal.
3. Provide three user references. User references should be currently utilizing the same system being proposed.

4. Be independent of the District's IT hardware and telecommunication system. Proposals should provide a detailed process map for how system is accessed by the District.
5. Describe hardware and software being used to support proposed system. Specific detail with regards to capabilities is required.

ADDITIONAL CONSIDERATIONS:

The following considerations will be used in the evaluation process:

Account Relations and User Interface

6. Describe how the account will be managed. Will the account have a single point of contact or will it have multiple contact points? Include the number of support positions, brief description of responsibilities of the support personnel and where they will reside. Include a copy of the resume for the key personnel that detail their experience, certifications, etc.
7. Describe how your organization would perform general customer service tasks, such as, providing the status of calls, maintaining history information about the District's account (by District, department, school), etc.
8. Does the system support a scripting language for message creation?
9. Does the system support multiple languages (i.e. Spanish and Haitian-Creole)? Please include a list of languages supported.
10. Does the system, have the ability for the user to store scripts in a secure database for future use?
11. Can end users administer changes to their own contact information, password and contact preferences through a web interface?
12. Can end users select certain features for updating, while others are protected by the District administrator?

13. Describe how messages are to be initiated. (i.e. web, phone, iPhone/Android smartphone & Windows apps)?

Administration

14. Is database normalized, so data only has to be entered once?
15. Describe the administrative levels and their privileges. (Example: Rights to district information, school information, classroom information)
16. Does the system offer a protected web site for each of the administrative levels you have described above?
17. Describe how administrators manage, edit and filter user lists.
18. Does the system have the ability to create a hierarchy of notification lists? Please describe.
19. Can the system create new notification lists based on data filters?
20. Does the system allow for data imports? What types of files are accepted?
21. Do you support a process that allows for an automated file transfer? Currently, we support FTP using PGP encryption or a script that can send a file to a SSL website. Do you support either transfer method? If using an SSL site, do you supply the scripts? (Current file downloads are provided in Attachment B)
22. Do you support a full replacement of the contact information on a daily basis through an automated process requiring no personnel involvement? Are the files processed immediately upon arrival? What is the estimated time to process 350,000 records? Do you retain all of the subgroups already established? Does it repopulate the subgroups that individuals have created?
23. If you take a daily delta change file instead of a full file update, do you create a delta file from a full transmission that we would send? Are the files processed immediately upon arrival? What is the estimated time to process 50,000 updates?

24. Do you have a process that allows for a file containing Student ID's to be sent daily through an automated process requiring no personnel involvement? This file would trigger an attendance call based on the information on the contact record already on the site. Can an e-mail also be sent based on the information on the contact record? Can the attendance call time be determined based on parameters set at the beginning of the attendance file being sent? Are the files processed immediately upon arrival? What is the estimated time to process 50,000 records and begin the calling process? Can your system handle other messages that the district establishes on a regular basis that can be triggered by the receiving of a data file at your site? For example, we would send a data file of all students that had perfect attendance for the grading period. That file would trigger a message to be sent to those students congratulating them.
25. Please provide a system flow on how data will be uploaded and processed daily and weekly.
26. Does the system have data integrity tools to eliminate duplicate records?
27. Does the system produce an error log from data imports?
28. Does the system provide end user authentication using credentials from the MDCPS Active Directory database in the Dadeschools.net domain? This can be accomplished via an LDAP connector to the Dadeschools.net active directory database.
29. Can your system support single sign-on (SSO) from our portal? Users would not need a separate sign-on into your system. You would need to verify the staff member coming in has authorization into your system.
30. Describe how your system routes calls to ensure it does not overburden the local area communication network.
31. Does the system include database maintenance tools to allow for global edits, adds, deletes, etc.?
32. Does the system allow District to activate emergency messages that pre-empt all other active notification messages and that utilize distinctive emergency

alert tones?

33. Describe the systems procedure for creating notification lists.
34. Describe how the system organizes lists into groups (i.e. families etc.).
35. Describe how lists and subgroups are maintained.
36. Does the system have the ability to define user rights and roles?
37. Does the system have the ability to establish user warnings for calls placed at unusual times or for unusual volume?
38. What type of redundancy do you have in case a site goes down? Do all calls originate from one location?
39. What is your total capacity for outgoing calls per hour?
40. What is your current average number of outgoing messages per hour from 5:00 pm to 9:00 pm Eastern Standard Time?
41. What are the hours available for technical staff based on Eastern Standard Times?
42. Can your system determine if a call is being forwarded?
43. Does your system eliminate duplicate calls to the same number? If a district message is going out to all students and a household has three students, will they get one or three calls? If the message is personalized to the student, will each student message be received at the household?

Notification Features

44. Does the system allow for multiple delivery methods for each contact (i.e. home phone, cell phone, email, iPhone/Android smartphone & Windows apps)? How many phone numbers and e-mail addresses are supported per contact record?

45. Does your system allow for multiple contacts for an individual (i.e. a child with divorced parents both wanting to receive notifications)? If limited, detail here.
46. Does the system allow for multiple delivery methods of notices to contacts (i.e. a phone message and email message delivered)?
47. Does the system allow for prioritization of delivery methods (i.e. home phone, if not answered cell phone etc.)?
48. Does the system allow for the delivery method to be chosen by message type (i.e. attendance – cell phone, parent meetings – home phone)?
49. Can the messages be sent and prioritized based on a specific geographic location? (i.e. all parents within a one (1) mile vicinity of a school receive calls first and those within a 3 mile vicinity second).
50. Does your proposal offer an unlimited number of messages? If there is a limit (daily, weekly, etc.) detail here.
51. Does the system have the option to define when calls are to be made or when e-mails are to be transmitted?
52. Does the system have the ability to define the days or dates when notification campaigns are to be transmitted?
53. Does your system group users into families for notification?
54. Can your system deliver messages to households with call-blocking devices like Call Intercept?
55. Can the system differentiate between a live call and an answering machine?
56. Can the system recognize busy and no-answer calls and attempt to deliver call messages at regular intervals?
57. If the system detects an answering machine will it wait to deliver the message

after the answering machine beep?

58. Does your system offer text messaging to iPhone/Android smartphones, etc.)?
59. Does your system offer text to speech? (Defined as users typing in a message and the message automatically being converted to natural voice speech.)
60. Is the text to speech offered in languages other than English (i.e. Spanish, Haitian-Creole)? List languages supported.
61. Does the system have the ability to include school or district telephone number for caller ID purposes?
62. How does the system verify that the notification was delivered to the intended person?
63. Describe the process an administrator would use in creating a notification campaign. The proposer should utilize a flow chart showing steps needed to set up a campaign (i.e. choices to be made, parameters to be selected etc.)
64. Can the user place calls (attendance, emergency etc.) by computer or phone interface without the need to use an operator?
65. Does the system allow the possibility of an Amber Alert System component that would immediately notify parents, employees and community members of any REAL case of a Child In Danger? This would of course require some degree of screening, and only cases that meet a certain criteria would be addressed.
66. Does the system have the capability of sending messages from the District to parents, employees and community members during emergency situations such as a county-wide power outage, school emergencies, extreme weather conditions and other incidents affecting the District? These messages would provide clear, concise directs to parents, employees and other community members such as where and how to respond/report during these instances.
67. Does the system have the capability to provide automated safety tips and other security measures?
68. Does your system deliver emergency calls via telephone and/or e-mail

iPhone/Android smartphone & Windows apps, RSS feeds or social media platforms (Twitter, Facebook, etc.)?

69. Does your system provide survey capabilities? If so, please describe.

70. Does your system provide anonymous crime tips reporting for students to report security-related and/or criminal incident tips?

71. Does your system provide a mechanism for two-way communication (reporting party and Sc for reporting anonymous security-related and criminal incident tips?

72. Does your system provide Publisher-type bulletin creation and dissemination capabilities?

Reporting

73. List standard reports that are available with the system. Include standard charts and graphs also. (i.e. notification history, types of call activity, attendance notification report).

74. Can system view, print, save reports?

75. Does system log results of all notifications?

76. Can system generate a standard status report for each notification campaign?

77. Does system have the ability to accept responses on campaigns and relay this to the user (i.e. recipient's intent to attend a meeting)?

78. Does system have the ability to produce multi-level reports (i.e., school based, region based and district level)

Training

79. Describe the timeline for implementation.

80. How do you propose to provide training?

81. How would refresher training be provided?

VI. PRICE PROPOSAL SHEETS

The attached price proposal sheet (**Attachment A**) should be filled out with sufficient detail to allow the District to determine if the item proposed by the manufacturer meets or exceeds the District's minimum requirements. An Excel file has been provided on the bid link for download. The District requests that the submission package include copies of the price proposal sheets in Excel, on a diskette, CD, or jump drive.

VII. TERMS OF CONTRACT

The purpose of this Request for Proposal (RFP) is to establish a contract with Miami-Dade County Public Schools (M-DCPS) to deliver messages regarding attendance, emergencies and school notices to parents, students and employees of Miami-Dade Schools. The term of the contract shall be from date of award, for an initial three (3) year period and may be extended for an additional two (2) year period, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services may, if considering extending request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing its proposal.

If selected, the proposer(s) shall agree to hold harmless, indemnify and defend the indemnities, as hereinafter defined, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury or damage to tangible property arising out of or incidental to the performance of the services of this Request for Proposals by or on behalf of the proposer, excluding only the sole negligence or culpability in the indemnities. The following shall be deemed to the indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

The School Board of Miami-Dade County, Florida, reserves the right to terminate any contract resulting from this proposal in the event that the service rendered does not comply with the provisions of the proposal and/or is not satisfactory and proper, as determined by the School Board.

MDCPS reserves the right to procure the items herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, and use of contracts awarded by GSA, the State of Florida, any other county or municipality, or authorized contract, whichever is considered to be in the best interest of the Board.

VIII. EVALUATION OF PROPOSALS

Proposals will be reviewed and evaluated by a selection committee, on the basis of qualifications, and evaluation criteria as set forth in the RFP. Proposals deemed to be in conformance with RFP requirements will be reviewed and scored by the selection committee. Proposers may be requested to provide a presentation at a committee meeting. At the meeting, each proposer will be allotted time to give an overview/presentation of their system and support solutions. The presentation may include a live demonstration of their proposed system. In addition, the proposer(s) may be requested to provide a Pilot or Proof of Concept, at no cost to the District for evaluation.

Evaluation process for the proposal is as follows:

CONFORMANCE: Proposals submitted will be reviewed for conformance to Required Items 1-5 specified in **V. REQUIREMENTS**. Non-conforming proposals will be eliminated from further consideration.

FURTHER EVALUATION CRITERIA: Conforming proposals will be scored a maximum of 100 points based on the following guidelines:

Additional Considerations – 40%

Proposals will be evaluated against the questions set out below and detailed in proposer responses in Section V., Questions 6 – 72.

- A. How well has the proposer understood and addressed the needs of district?
- B. Does the proposal detail how the needs for rapid communication to a District our size will be accomplished?
- C. Does the proposal detail how account relations will be handled and how end-users will interface with the system?
- D. How well does the proposal deal with administration of the system with regards to data uploads, data integrity, security and list management?
- E. Does the proposal address the needs of our multi-cultural District?
- F. How well is the proposer prepared to address the desire of the District to use various means of technology to communicate with parents (i.e. phone, cell phone, e-mail)?
- G. How well has the proposer addressed the ability to define message type, priority of calls and time of calls?
- H. How well the proposal's reporting capabilities address the District's needs?
- I. How well the proposer's training plans address the Districts needs?

Costs as provide in proposal per Section VI. – Price Proposal Sheets. – 25%

Item	Description	Unit	Annual Messaging Cost (\$)
Per Site Licensing			
1	Elementary Schools, Primary Learning Centers and K-8 Schools	Ea.	\$
2	Middle Schools	Ea.	\$
3	Senior High Schools	Ea.	\$
4	Adult Education and Alternative Ed. Facilities	Ea.	\$
5	District Offices	Ea.	\$
District Licensing			
6	Up to 525 Schools and Administrative offices (Annual Estimated Call Volume is provided in Attachment C)	Full	\$
7	Additional Schools added over five (5) years	Ea.	\$
8	Training Cost (include description of training paradigm)	Define method	\$
9	Installation Implementation services	If needed	\$
11	Discount		\$

Qualifications and Experience – 30%:

Proposals will be evaluated against the questions set out below.

- A. Does the proposer have knowledge of the K-12 market and experience in delivering product to meet the K-12 market needs?
- B. How reasonable are the costs provided?
- C. How well has the vendor performed on similar contracts through evidence of the references submitted or if applicable for similar contracts awarded previously by the District?
- D. If the proposer is utilizing subcontractors to perform

services, is there a sound business plan in place for monitoring their performance in meeting the Districts needs?

- E. How experienced are the personnel proposed for implementing the services on this proposal?

Small Business Enterprise and Minority/Women Business Enterprise (M/WBE)
Participation – 5%

From its initiation, the School Board has a strong commitment to SBE and M/WBE participation as part of all related processes and continues to reflect such commitment. The School Board has an active Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Certification Program, to increase contracting opportunities for SBE's and M/WBE's. Pursuant to the Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. The Office of Economic Opportunity must certify all SBE's and M/WBEs, prior to contract award. The application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

Upon completion of the above evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Selection Committee deems to warrant further consideration based on the best rated proposal(s) providing the best value to the District; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee may re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation to determine the overall ranking.

PROOF OF CONCEPT

Selected Proposer(s) may be requested to provide a live demonstration of their Messaging System.

Selected Proposer(s) may be required, **AT NO CHARGE to M-DCPS**, to perform a Proof of Concept (POC) to verify the performance of the product with the M-DCPS file uploads, etc. A technical evaluation sub-committee may be requested to verify claimed functionality and claims established in proposal and provided during any presentations. Selected Proposer(s) will perform the identical functions during the POC.

Selected Proposer(s) will have ten (10) business days to install, implement, tune and create required functionality to support a laboratory environment of up to 20 end-

users. The District will be required to have full access to allow the technical review sub-committee to evaluate the products functionality for a period not to exceed 30 to 60 business days. Selected Proposer(s) will provide all necessary technical and training support to the technical review committee throughout the evaluation.

POC results, if required, will be reported to the Selection Committee for required compliance to all items in the Required Product Technology section and identification of compliance to Preferred Features items.

FINAL RANKING AND SELECTION

Should the Ranking result in a tie or if deemed in the best interest of the District, the Selection committee may solicit a Best and Final Offer ("BAFO") from the short-listed Proposers by the issuance of a written request for BAFO. A BAFO shall be solicited when, in the sole discretion of the Selection Team: (a) a clarification of the original RFP is in the best interest of the District, (b) the District may receive better value, including quality or price as a result of the BAFO or (c) the use of the BAFO is required or encouraged by the ultimate funding source for the goods or services solicited. Proposers shall adhere to all of the requirements set forth in the request for BAFO including but not limited to the deadline for submission. In no event shall a BAFO be considered which in the sole discretion of the District: (a) changes materially the scope of the original proposal; (b) increases the price for the goods or services offered; or (c) reduces the quantity, quality or suitability of the goods or services for the intended purpose. In the event that a proposer fails or refuses to provide a response to the BAFO, the proposers initial response may, in the District's sole discretion, be considered the Proposers best offer in response to this solicitation. Following the receipt of BAFO's, the Selection Committee may, but shall not be required to, conduct additional oral presentations to clarify the responses.

The District reserves the right to reject any and all proposals submitted. The School Board is not obligated to place any order for any services subsequent to the award of this proposal. The information contained in this proposal is supplied as an aid to the proposer in determining whether it will be able to supply the product and/or services that may be required by the School Board.

If a final selection is made, a contract to purchase messaging services acceptable to the Attorney for the School Board, may be entered into with successful proposer(s). No debriefing or discussion will be held with unsuccessful proposer(s)

The selection committee will consist of the following or their designee:

- Representative, Office of Public Relations;
- A principal selected from an elementary, middle and senior high school;

- Representatives, Information Technology Services (2);
- A parent representative;
- Representative, Procurement Management Services (non-voting);
- Representative, Office of Economic Opportunity;
- Representative, Region Operations;
- Representative, Attendance Services;
- Representative, School Police;
- Representative, Management and Compliance Audits (non-voting).

The technical review sub-committee, if required will consist of the following:

- Representatives from Information Technology Services and Infrastructure Support Services.

EVALUATION PROCEDURE TO PROVIDE PREFERENCE TO LOCAL BUSINESS

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy [6320.04](#).

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Proposer(s) then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in

the best and final proposal between a local business, the tie shall be broken as delineated in Policy [6320](#).

IX. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

1. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (**ATTACHMENT D**)

2. Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Office of Economic Opportunity must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

X. GENERAL INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

Professional Liability

The Professional Liability Insurance provided by the individual/firm shall conform to the following requirements:

- A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
- B. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
- C. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be \$3 million per claim/annual aggregate.

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

Automobile Liability Insurance

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work as outlined in this RFP, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage liability.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination,

non-renewal or modification to the individual/firm's policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firm's insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the policies to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm's failure to perform the agreement terms.

XI. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Vendor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Vendor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Vendor's performance under this Agreement.

XII. OCCUPATIONAL LICENSE:

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

XIII. DISPUTE RESOLUTION

A. Dispute

If, during the Term, any issue, dispute, or controversy (a "Dispute") arises hereunder, then the designated representatives of Contractor and the Board shall promptly confer and exert commercially reasonable efforts to attempt to reach a reasonable and equitable resolution of such Dispute. If such representatives fail to resolve such Dispute within five (5) business days after such Dispute arises, the Dispute shall be referred promptly to the responsible senior management of each Party. If such Dispute is not resolved within five (5) business days after such referral to senior management, each Party shall promptly make an appropriate member of its senior executive team available on-site at the location designated by the Board, and the Parties shall exert all commercially reasonable efforts to resolve such Dispute in good faith during such meeting. Neither Party shall seek any means of resolving any Dispute arising in connection with this Agreement other than as described herein before the end of the fifth (5th) business day after the date that such Dispute was referred to the responsible senior management of each Party. If the Parties' responsible senior management representatives fail to resolve a Dispute in accordance with the foregoing procedure within the period of time specified above, either Party may, at any time after the expiration of such time period, pursue any rights or remedies available hereunder, at law, or in equity. Nevertheless, if mutually agreed upon in writing by the Parties with respect to any given Dispute from time to time, the Parties may choose to pursue any available form of alternative dispute resolution (such as, for example, mediation or arbitration, whether binding or non-binding) with respect to such Dispute. Agreement to arbitrate or mediate any given Dispute shall not serve as agreement to mediate or arbitrate any other Dispute arising hereunder.

B. Exceptions

Neither Party shall be obligated to comply with the procedures set forth in the foregoing provisions of this Section with regard to any other breach, alleged breach, or violation with regard to any third-party claims, or with regard to disputed matters for which less than thirty (30) days remain before the period provided by the applicable statute of limitations governing the claim or cause of action underlying the disputed matter shall expire.

C. Termination or Suspension of Services

During the pendency of any internal escalation conducted or held in accordance with this Section, both Parties shall continue to perform their respective obligations under this Agreement.

XIV. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of this Request For Proposals, is as follows:

Goal Setting Committee	December 5, 2013
Mailing of Request For Proposals.....	January 7, 2014
Deadline for Questions.....	January 20, 2014
Deadline for Submission of Proposals.....	February 6, 2014
Evaluation of Proposals.....	February 25, 2014
Oral Presentations (If required).....	March 3, 2014
Recommendation to School Board for Award.....	April 9, 2014

Specific questions concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:00 p.m. on January 20, 2014, to:

Division of Procurement Management Services
Ms. Barbara D. Jones, CPPB
1450 N.E. Second Avenue, Room 362
Miami, Florida 33132
(305) 995-2348

E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS's website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

<http://procurement.dadeschools.net/bidsol/asp/ENACT.asp>

ATTACHMENT A**030-PP10 – INSTANT MESSAGING AND PARENT NOTIFICATION SYSTEM****PRICE PROPOSAL SHEET****PROPOSER'S NAME:** _____***Please provide options for Site and District Licensing as listed below:***

Item	Description	Unit	Annual Messaging Cost (\$)
Per Site Licensing			
1	Elementary Schools, Primary Learning Centers and K-8 Schools	Ea.	\$
2	Middle Schools	Ea.	\$
3	Senior High Schools	Ea.	\$
4	Adult Education and Alternative Ed. Facilities	Ea.	\$
5	District Offices	Ea.	\$
District Licensing			
6	Up to 525 Schools and Administrative offices (Annual Estimated Call Volume is provided in Attachment C)	Full	\$
7	Additional Schools added over five (5) years	Ea.	\$
8	Training Cost (include description of training paradigm)	Define method	\$
9	Installation Implementation services	If needed	\$
11	Discount		\$

ATTACHMENT B – Daily Full Download Record

FIELD NAME	LENGTH
-----	-----
SCHOOL-NUMBER	4
LAST-NAME	14
FIRST-NAME	10
MIDDLE-NAME	10
PHONE	10
STUDENT-ID	7
LANGUAGE CODE	2
GRADE	2
GENDER	1
WORK PHONE	10
CELL PHONE NUMBER	10
WORK PHONE ALT	10
HOME PHONE ALT	10
CELL PHONE ALT	10
E-MAIL ADDRESS	30
E-MAIL ADDRESS ALT	30
FCAT DATA	12
SUMMER SCHOOL	4
FUTURE SCHOOL	4

ATTACHMENT C

Call recap for January 2012 through December 2012

	ATTENDANCE	OUTREACH CALLS		
	Attendance	Emergency	Outreach/SS	Total Calls
January 2012	192,674	7,099	1,856,533	2,056,306
February 2012	198,878	9,099	1,969,294	2,177,271
March 2012	174,000	19,368	1,908,106	2,101,474
April 2012	119,434	3,471	1,618,691	1,741,596
May 2012	7,867	0	45,153	53,020
June 2012	6,039	0	52,159	58,198
July 2012	40,354	9,566	1,315,999	873,255
August 2012	111,593	6,529	2,289,185	2,336,068
September 2008	164,701	2,234	1,719,161	2,889,122
October 2008	218,517	16,324	2,659,727	3,129,409
November 2008	204,376	7,803	1,313,561	1,525,740
December 2008	237,270	629	1,631,092	1,898,991
Totals	1,675,703	82,122	18,378,661	20,840,450