SPECIFICATIONS

Overview

The purpose of this BID is to provide a mechanism by which to obtain a broad range of information technology consulting services within Miami-Dade County Public Schools (M-DCPS). Awarded Vendors will be asked to respond to Request for Quotations as specific needs arise.

1.0 VENDOR'S RESPONSIBILITY AND QUALIFICATIONS

1.1 The Vendor shall have in operation a business adequate for the delivery of consulting services in the area of Information Technology. Vendor should have the ability to provide personnel with a wide range of skills and backgrounds.

1.2 The Vendor shall manage the personnel.

1.3 In the event of an emergency, as determined by the Chief Information Officer, Information Technology Services, the qualified bidder offering the lowest bid shall be given the first opportunity to respond to emergency work. If the qualified bidder that offered the lowest bid price is unable to respond within an acceptable time period, the work shall be offered to the other awarded Vendors. Should none of the Vendors selected through this bid be able to respond adequately to the emergency, the work may be done by any other resource that can respond in a timely manner.

2.0 PRICES AND PAYMENTS

2. 1 Attached is a Job Title Chart that defines each position and lists the expected education and experience for the position. All bid prices shall be submitted as an hourly ceiling rate.

2.2 The School Board of Miami-Dade County, Florida (The Board) Policy allows payment only for goods and services received; therefore, no advance payment can be made.

2.3 The following shall be the payment terms on a per job basis.

Charges for Consulting Services shall be invoiced on a monthly basis as the services are performed or in accordance with a performance schedule as established and agreed between the district and the Vendor. The Vendor shall submit bills with sufficient backup documentation including M-DCPS ITS's Employee Timesheet or the Vendor's personnel time logs or a completed deliverable as directed by M-DCPS' ITS Contract and Financial Services

Supervisor or designee, to allow the District to accurately audit and pay. Charges for travel, housing or other expenses will not be accepted.

2.4 The Vendor may not assign their rights under this contract without prior written approval of the Board. However, no assignment of any contract rights shall relieve the Vendor of any of their obligation under this contract. The Vendor may not assign or transfer their performance obligations under this contract to any other person.

2.5 In the event that the obligations and assets of the Vendor are merged or assumed by some other legal entity, the Vendor agrees to provide written notice to the Board or its designee, and The School Board of Miami-Dade County shall be given the right to allow the contract to continue under the new ownership or to terminate the contract without penalty. Such election shall be made at the sole discretion of The School Board of Miami-Dade County.

3.0 CONTRACT AWARD

It is the intention of The School Board of Miami-Dade County to award this contract to all responsive and responsible Vendors capable of supplying the services requested.

3.1 The School Board of Miami-Dade County reserves the right, before awarding the contract, to require bidders to submit evidence of their qualifications and may consider evidence of financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers in making the award in the best interest of The School Board of Miami-Dade County.

3.2 Due to statutory budgetary requirements, the Board reserves the right to cancel the Contract at the end of each fiscal year or the end of each year of the contract period.

3.3 NON-EXCLUSIVITY: M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, or to perform the work with its own employees.

3.4 DOUBT OR DIFFERENCE OF OPINION

Resolution of any doubt or difference or opinion as to the services to be furnished hereunder shall be handled through the following procedure:

FIRST STEP

BOARD	VENDOR
Program Manager	Project Manager

SECOND STEP

Supervisor	Equivalent Management Level

THIRD STEP

Chief Information Officer Information Technology Services	Equivalent Management Level

FOURTH STEP

Chief Procurement Officer Business Operations	Equivalent Management Level

4.0 CONTRACTOR WARRANTIES

The contractor agrees to the following representations and warranties:

A. Repair of Damaged Data Warranty. The Contractor represents that, should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer's Contracting Officer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.

B. Quality Assurance Warranty. The Contractor represents that it will at all times use a formal Software development process when the Services or Deliverables involve software modification or development.

C. All services and computer software delivered under this contract must perform satisfactorily for one (1) year from date of acceptance. Upon written notification, the vendor shall respond to and correct, within 14 calendar days, any problems or defects due thereto and pay all expenses for any damage resulting thereof.

D. Limitation of Warranty for Customer-Furnished Software. In lieu of any other warranty expressed or implied herein, the Customer warrants that any programming aids and software packages supplied for Contractor use as Customer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Customer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Customer-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Contractor shall notify the Customer's Contracting Officer and supply documentation regarding any defects and their effect on progress on the Task Order. The Customer's Contracting Officer will consider equitably adjusting the delivery performance dates or Task Order price, or both, and any other contractual provision affected by the Customer-furnished property.

5.0 LIMITATION OF VENDOR'S LIABILITIES

If the performance of any part of this contract by the Vendor is prevented, hindered, delayed or otherwise made impracticable by reason of flood, riot, fire, explosion, war or any other casualty or any other cause of whatever nature that is beyond the control of the Vendor, the Vendor shall be excused from such performance during the continuance of any such happening or event, for as long as such event shall continue to prevent, hinder or delay such performance, provided that in the event of a lockout, or other disturbance, the Vendor shall provide the requirements of this contract using any personnel deemed necessary.

6.0 FAILURE TO PERFORM UNDER WARRANTY AGREEMENT

The following option shall be available to The Miami-Dade County School Board and shall be applied, in the event of failure on the part of the Vendor to perform under the warranty agreement, as stated in this bid. This shall be applied on a per location basis.

a) During the warranty period, each failure to respond to a written notice or correct a problem/deficiency in a timely manner shall obtain a one-month extension of the cost-free warranty maintenance period. In the event that twelve (12) failures to respond to written notices or correct problems/deficiencies in a timely manner occur within one year, The Miami-Dade County

School Board shall receive a warranty extension for the balance of the year in which the failures to respond to notices or correct problems/deficiencies in a timely manner occurred, as well as the next full calendar year.

b) More than twelve (12) failures to respond to written notices or correct problems/deficiencies in a timely manner in one year may result in default of the contract.

7.0 TERMINATION OF CONTRACT

The following terms and conditions shall govern the termination of Contract if the Vendor shall be considered in default:

Should the Vendor fail or neglect to execute work properly and diligently in substantial accord and compliance with the schedule or schedules agreed upon, as may be determined by the Board, or, if the Vendor shall fail or refuse to perform any requirement or provision of the Contract specified to be performed by the Vendor, then the Board may immediately take over the work, or such portion thereof as may be in default or arrears, and correct the fault and make good the deficiency, and the cost thereof will be deducted from the contract price and may be withheld from any amount then due or that may become due the Vendor from the Board. The Board may complete the work by the Board's own forces or in such a manner and means as the Board may deem necessary or expedient. The Board will remain accountable to Vendor only for any excess that may remain between the cost for the work completed by either such methods and the contract price; provided that the exercise of any right or option in this Article reserved by or granted to the Board shall not prejudice, stop or bar any other rights or remedy the Board may have under the full terms of the contract and contract documents.

8.0 EFFECT OF BOARD APPROVAL

Vendor's entire responsibility for the correctness and suitability of the work shall not be affected by the grant to, or the exercise or non-exercise by, the Board of its right to inspect, test, review, comment on and approve the work, including, without limitation, drawings, data, and other documents or work provided by Vendor.

No failure or delay by the Board to insist on strict performance or observance by Vendor of any of the terms or conditions of the Contract, or to exercise any right or remedy under the Contract shall operate as a waiver thereof by the Board; nor shall any single or partial exercise of any such right or remedy preclude any other

further exercise thereof or the exercise of any other right or remedy under the contract.

9.0 SEVERABILITY AND COUNTERPARTS

If any part of the contract is held to be invalid, void or otherwise unenforceable, the other parts of the contract shall continue in full force and effect unless the severance of the portion held unenforceable would render impossible performance in accordance with the purposes of the contract.

10.0 INFORMATION REQUIRED OF THE BIDDER

The bidder is requested to provide a statement giving the following information regarding the bidder(s) support activities.

1. The number of support persons on duty during the normal workweek and on weekends.
2. The extent of the technical training and years of experience of personnel.
3. The location of the bidder's local facility.

11.0 PERMITS AND LICENSES

The Vendor shall be responsible for obtaining any necessary permits and licenses and shall comply with all federal, state, and local codes and ordinances without additional cost to M-DCPS.

12.0 INSURANCE

Prior to commencing work under this bid, the Vendor shall obtain and maintain without interruption the insurance as outlined in special conditions. The Vendor agrees to furnish a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage.

13.0 INTELLECTUAL PROPERTY

Unless otherwise expressly agreed to, any ideas, concepts, know-how, data processing techniques, data compilations, software, documentation, diagrams, schematics or blueprints developed by the Vendor's personnel in connection with this contract shall be the exclusive property of the eligible user. The parties agree that any joint or future software development shall be subject to a separate agreement signed by the Vendor and the district, wherein all ownership and license rights to such developed product shall be specified in detail. In the

absence of such agreement, each party shall maintain sole ownership of its own protectable proprietary materials, which are developed or owned solely by the Eligible User or the Vendor, respectively. Nothing in this agreement shall affect in any way the district, Vendor, or third party, ownership of all right, title and interest in and to any existing contractor, or third party, system software, application software, routines, techniques, ideas or formulae which may be utilized in whole or part by either party in performing services hereunder, or any modifications, enhancements or derivative works thereof, which shall remain solely the property of the Vendor.

14.0 LIQUIDATED DAMAGES

As a result of the Vendor's scope survey and subsequent approval by ITS Contract and Financial Services, the Vendor will have established a schedule, which shall state the number of calendar days, after commencement of work, that the work will be completed. Time of completion of each project shall be given by this schedule, which may be adjusted by mutual agreement of the Vendor and the School Board of Miami-Dade County, Florida. The time of completion shall be of the essence. Should the Vendor fail to complete the work or obtain acceptance within the time agreed to, and provided the Vendor has not previously obtained an extension from the Board, a minimum sum of $500.00 shall be deducted from the contract price for each calendar day of delay as liquidated damages. If the contract price exceeds $50,000, then 1.5% of the contract price shall be deducted for each day of delay as liquidated damages. This deduction shall be applied to each project individually.

The Vendor consents and agrees that it is not necessary for the Board to prove monetary loss.

15.0 PROGRAM MANAGER

15.1 The Vendor shall designate an individual, acceptable to M-DCPS, to perform the Vendor's program management function. The Program Manger shall provide a single point interface between M-DCPS and the Vendor on all matters concerning the contract. The Program Manager shall provide status/progress reports and attend monthly status meetings throughout the contract period as required by M-DCPS.

15.2 The School Board of Miami-Dade County ITS Contract and Financial Services Supervisor or designee shall designate a Project Manager to manage and supervise the contract for The School Board of Miami-Dade County.

16.0 ADDITIONS OR CHANGES DURING INSTALLATION

16.1 The Program Manager or Vendor shall not accept requests or agree to perform services beyond the scope of work requirements from persons other than The School Board of Miami-Dade County ITS Contract and Financial Services Supervisor or designee. All requests for additions and/or changes shall be directed to and handled by The School Board of Miami-Dade County ITS Contract and Financial Services Supervisor or designee.

16.2 The School Board of Miami-Dade County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions. Work that increases the purchase order sum or changes the Contract time shall be authorized by a change order.

16.3 The cost or credit to The School Board of Miami-Dade County, Florida resulting from a change in the work shall be determined in one of the following ways:

1) By mutual acceptance of a properly itemized lump sum amount supported by sufficient substantiating data to permit evaluation, if not listed in the Contract Documents.

2) By unit prices stated in the contract Documents or subsequently agreed upon.

17.0 FAMILIARITY WITH LAWS

The bidder is presumed to be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that may in any way affect the work. Ignorance on the part of the bidder shall in no way relieve him/her from responsibility. Bidders are advised that The School Board of Miami-Dade County and the Florida Department of Education may have additional requirements beyond those contained in the locally accepted Building Codes.

18.0 INDULGENCE

Indulgence by The School Board of Miami-Dade County of any nonconformance by the Vendor does not constitute a waiver of any rights under this agreement.

19.0 SUB-CONTRACTS

a) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and M-DCPS.

b) The Vendor shall be as fully responsible to M-DCPS for the acts and omissions of the sub-contractor and of persons employed by them as he/she is for acts and omissions of persons directly employed.

20.0 EMPLOYEES OF THE VENDOR AND SUB-CONTRACTOR

All employees of the Vendor and sub-contractor shall be considered to be at all times the sole employees of the Vendor or sub-contractor under the Vendor's sole direction and not an employee or agent of The School Board of Miami-Dade County. The Vendor and sub-contractor shall supply competent and physically capable employees, and The School Board of Miami-Dade County may require the Vendor to remove an employee it deems careless, incompetent, or insubordinate and whose continued employment on The Miami-Dade County School Board's property is not in the best interest of The School Board of Miami-Dade County. Each employee shall have and wear proper identification on the job.