



Miami-Dade County Public Schools

School Board Administration Building  
1450 Northeast Second Avenue  
Miami, Florida 33132

Direct all inquiries to Procurement Management Services:

BUYER: Barbara D. Jones, CPPB, Executive Director

E-MAIL ADDRESS: [bjones@dadeschools.net](mailto:bjones@dadeschools.net)

PHONE NUMBER: (305) 995-2348

FAX NUMBER: (305) 995-7443

TDD PHONE: (305) 995-2400

## REQUEST FOR PROPOSALS (RFP)

### REQUEST FOR PROPOSALS NO. 106-JJ10

### SPECIAL EDUCATION – ELECTRONIC MANAGEMENT SYSTEM (SPED-EMS) RE-BID

Proposals will be accepted until **2:00 PM, (Local Time) on July 16, 2009** in the Division of Procurement Management, School Board Administration Building, 1450 N.E. Second Avenue, Room 352, Miami, Florida, 33132, at which time they will be publicly opened and may not be withdrawn for one hundred twenty (120) days from that date.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
PROCUREMENT MANAGEMENT  
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132  
REQUEST FOR PROPOSALS NO. 106-JJ10

SPECIAL EDUCATION-ELECTRONIC MANAGEMENT SYSTEM (SPED-EMS) RE-BID

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) **July 16, 2009**, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED THEIR PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR  
PROPOSER SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

BY: SIGNATURE \_\_\_\_\_

BY: TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

## INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

### I. PREPARING OF PROPOSALS

- A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.
- B. IDENTIFICATION. Failure to indicate the Proposer's EXACT legal name and an unsigned proposal may be considered non-responsive.

### II. SUBMITTING OF PROPOSALS

- A. Number of Proposals:

A total of twenty (20) copies, of the Proposal must be submitted as follows:

- \* The original proposal in a sealed envelope or box marked "Original."
- \*\* Nineteen (19) copies of the proposal in a separate sealed envelope or box marked "Copies".

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

- B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. (Local Time) **July 16, 2009.**

### III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual proposer withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to **July 16, 2009.** The agency or individual proposer's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After **July 16, 2009**, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

#### **IV. PROTEST TO CONTRACT SOLICITATION OR AWARD**

- A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website [www.dadeschools.net](http://www.dadeschools.net)
- B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.
- C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- D. Formal written protests will be reviewed by Procurement Management Services who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

#### **V. AWARDS**

- A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.
- B. **NOTIFICATION OF INTENDED ACTION.** Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE.** Awards become official upon Board action.

- D. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by the School Board.

## VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Rule 6Gx13-8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

## VII. PUBLIC ENTITY CRIMES

**Section 287.133(2)(a) Florida Statute.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

**IX. CONE OF SILENCE**  
**BOARD RULE 6GX13-8C-1.212**

DEFINITION:

- A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- D. Nothing contained herein shall prohibit any potential vendor or vendor's representative from:
1. Making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  2. Engaging in contract negotiations during any duly noticed public meeting;

3. Making a public presentation to the School Board during any duly noticed public meeting; or
4. Communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

## **X. THE JESSICA LUNSFORD ACT BACKGROUNDSCREENING REQUIREMENTS**

**In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1021 as amended from time to time Proposer agrees that, if Proposer receives remuneration for services, Proposer and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.**

**Additionally, Proposer agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board rules.**

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007).

In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Proposer will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Proposer agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Proposer agrees to require all its affected employees to sign a statement, as a condition of employment with Proposer in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Proposer/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 within 48 hours of its occurrence. Proposer agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Proposer further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Proposer to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by Proposer to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.



## **COMPLIANCE WITH SCHOOL CODE**

Proposer agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Proposer agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

### **XI. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

### **XII. PUBLIC RECORDS LAW**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

### **XIII. MISSING DOCUMENTS**

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within two business days. Incomplete or noncompliant proposals may be disqualified.

#### **XIV. ASSIGNMENT**

This Contract may not be assigned nor may any assignment of monies due, or to become due to proposer, be assigned without the prior written agreement of Miami-Dade County Public Schools. If proposer attempts to make such an assignment, such attempt shall constitute a condition of default.

#### **XV. CANCELLATION OF PROPOSALS**

Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Instructions To Agency/Proposer for receipt of proposals, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

- 1) The Board no longer requires the supplies, services, or construction;
- 2) The Board no longer can reasonably expect to fund the procurement;
- 3) A review of a valid protest filed by a proposer as may be determined by the administrative staff; or
- 4) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any proposals received for the cancelled solicitation shall be returned to the proposer unopened.

#### **XVI. TERMINATION FOR CONVENIENCE**

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Proposer, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables;. (B) The School Board shall pay to Proposer upon receipt of an invoice from Proposer otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Proposer, pro-rated on a percentage completion basis based on Proposer's reconciliation of labor actually expended compared to labor originally estimated by Proposer in constructing its proposal.

#### **XVII. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure

will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

Specific Authority: 1001.41(1) (2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.

**History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

New: 6-18-03

**Revised 03/08**

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**  
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed on the school website at [www2.dadeschools.net/schoolboard/rules](http://www2.dadeschools.net/schoolboard/rules) all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**LOBBYISTS**

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at:

<http://www2.dadeschools.net/schoolboard/rules/>

## REQUEST FOR PROPOSALS NO. 106-JJ10

### SPECIAL EDUCATION-ELECTRONIC MANAGEMENT SYSTEM (SPED-EMS) RE-BID

#### THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

#### **I. NAME AND ADDRESS OF REQUESTER**

Miami-Dade County Public Schools  
Division of Special Education  
1500 Biscayne Boulevard, Room 407-P  
Miami, Florida 33132

#### **II. PURPOSE OF REQUEST FOR PROPOSALS**

The purpose of this Request for Proposals (RFP) is to award a vendor a contract with Miami-Dade County Public Schools (M-DCPS) to procure and implement a teacher-friendly, web-based system:

- to replace the current in-house web-based IEP system that will be phased out as SPED-EMS is implemented;
- that will integrate students' services including students with disabilities (IEP, SP), gifted (EP), Intervention services (Rtl), and 504 plans (to be referred to herein as Special Education), with the Matrix, maintain the increased revenue by accurately reporting services and cost factors and acting as our Cost Review Agent for Fee-For-Service under the Medicaid Certified School Match Program (to be referred to herein as Medicaid Recovery);
- that will adhere to the state's and federal guidelines pertaining to Special Education and Medicaid Recovery;
- that will support the input of existing Federal and State required data and the District's security standards;
- that will integrate well with existing systems and procedures;
- that has system capacity for following students: 80,000 total; 40,000 IEP (including IEPs and Family Service Plans); 38,000 EP (gifted); 2,000 504 plans.

The District will consider an Application Service Provider (ASP) offsite hosted system as well as a locally installed, district hosted system. The District has no preference for either an ASP or Non-ASP system.

### III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Twenty (20) copies, including one original, of the proposal must be received no later than July 16, 2009, at 2:00 p.m. (Local time), at:

The School Board of Miami-Dade County, Florida  
Bid Clerk, Division of Procurement Management  
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 proposers. 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. Responses received after the scheduled receipt time shall not be considered.

The proposals must be submitted in a sealed envelope or box marked "RFP No. 105-JJ10-SPECIAL EDUCATION-ELECTRONIC MANAGEMENT SYSTEM (SPED-EMS) RE-BID." It is anticipated that a proposal(s) may be presented to the School Board for acceptance on or about September 9, 2009. If accepted, notification to the successful proposer will be on or after September 9, 2009. The School Board reserves the right to reject any and all proposals.

Vendors are advised to monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The Procurement Website, which lists all bids, addendums, questions and answers and award information, is as follows: <http://procurement.dadeschools.net> (then click on) Current Bids/RFP's Under the Cone of Silence.

### IV. EVALUATION CRITERIA

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

#### **REQUIRED EVALUATION CRITERIA:**

Items 1 – 7 are Required By Software Provider – Special Education-Electronic Management System (SPED-EMS) software vendor shall:

1. Provide documentation of being an established software provider, for a minimum of five years, and proof of both providing and managing K-12 Special Education and Medicaid Recovery Systems software for a K-12

educational sector of similar size and complexity as M-DCPS, and have evidence of at least one successful project implementation with a school district of more than 80,000 students.

2. Provide documentation to show experienced Special Education experts, project managers, and implementation consultants that are full time employees, who have worked on previous successful engagements with your company that required compliance with the Individuals with Disabilities Education Act (IDEA) and the accompanying Florida statutes associated with IDEA.
3. Provide the most recent company financial statement.
4. Provide at least three written references with names, addresses, and contact information (e-mails and addresses) of schools or school systems where the vendor(s) has/have Special Education and Medicaid reporting installed and operating. Information concerning the size of the school system and implementation is to be included.
5. Provide technical requirements necessary to effectively run the system. If not an ASP proposal then this must include, but may not be limited to, server hardware requirement and configuration, data storage requirements, server operating system and system software requirements and configuration, and end-user PC minimum and recommended hardware/software requirements and configuration. Include any available scalability testing information to support the ability to use with over 400 locations. The District requires that the hardware configurations provided will be sufficient to allow the District to operate the proposed software and any releases for a minimum of three years from implementation.

*(Note: The District will be responsible for acquiring, installing, configuring, and maintaining the application if not an ASP.)*

6. Provide documentation (i.e., a flow chart describing the architecture or detailed written response is requested) showing that the proposed software is a centralized system for all required functions.
7. Provide any minimum requirements for desktop hardware, operating system versions, browsers, etc., necessary to support the proposed software solution.

#### **ADDITIONAL CONSIDERATIONS:**

*The following requirements will be used in the evaluation process:*

#### **SCOPE OF SERVICES:**

##### **Functional and Technical Requirements:**

## **All vendors must respond to this section, regardless of ASP or Non-ASP designation:**

### **Capacity and Availability**

8. Describe the capacity to support up to 400 schools and up to 80,000 students who will use this application Districtwide. Describe any available scalability testing information to support this capacity.
9. Describe how the software will utilize bandwidth over the District's network composed of 10 Mbps lines in each school, delivering acceptable response time and performance without overall network degradation.
10. Describe your fault tolerance provisions.
11. Describe the back-up and recovery procedures.

### **Access**

12. Describe how the product could integrate with Microsoft SharePoint Server.
13. Describe how this product allows for online use (i.e., anytime, anywhere access).
14. Describe how this product allows for use with mobile devices.
15. Describe how this product uses assistive technologies to comply with IDEA (Individuals with Disabilities Education Act) federal requirements.
16. Describe the desktop requirements including end-user PC minimum and recommended hardware/software requirements and configuration, such as but not limited to the Web browsers and Operating System.

*(Note: The District has a variety of Web browsers and Operating Systems; please submit the minimum requirements for your package.)*

### **Security**

17. Describe the software solutions security protocols for client, transactions, and server, including encryption. Provide documentation detailing how this is achieved.
18. Describe the system's ability to accommodate multiple levels of authorization such as parent, school, and administrator levels. Describe all possible methods for provisioning the various security/authorization levels.



## **Maintenance or Updating**

19. Describe how the software system utilizes a centrally managed software version upgrade methodology, (i.e., version control capability).
20. Describe how your company manages software updates, patches, and fixes. Describe how the costs are included in the maintenance. The vendor is requested to detail associated costs, if not.

## **Interface with existing systems and transfers**

21. Describe whether your system offers a Software Development Kit or APIs (Application Program Interface).
22. Describe whether your system has any problems accepting data files via standard FTP with PGP (Pretty Good Protection).

## **Interface with existing systems and transfers (continued)**

23. Describe how your system would interface either with our SQL operational data store or our homegrown student information system without a *SIF (School Interoperability Framework) interface*.

## **Documents and Reporting**

24. Describe how the vendor will create and archive online all state or federal government required documents.
25. Describe how the vendor will transfer electronically the required documents and reports.
26. Describe how your product creates the Florida Department of Education survey formats.
27. Describe how the vendor will provide graphical ad-hoc reports, dynamic and static.

## **Multilingual Capability**

28. Describe the system's capability to support three languages: English, Haitian-Creole, and Spanish.

## **Support**

29. Describe how the system users' support will be provided assuming first-tier calls are handled by the District. Describe how your company will be capable of providing toll-free telephone, second-tier support Monday through Friday, 7:00 a.m. EST to 7:00 p.m. EST for user support.

## **Only vendors proposing an ASP designation are required to respond to this section**

*(Note: Non-ASP answers NA to each of the following questions.):*

### **Hosting**

- 30. Describe your hosting and network Service Level Agreement commitments.
- 31. Describe your system's redundancy provisions in the case of the site being down.
- 32. Describe how often you are able to accept data feeds from the District.

### **Access**

- 33. Describe how your system would support Single-Sign-On from our Portal using credentials from the M-DCPS Active Directory database. (Users would not need a separate sign-on into your system. You would need to verify that the staff member coming in has authorization into your system.)

### **Interface with existing systems and transfers**

*(Note: All data fields currently in the existing system need to be transferred, which may include but are not limited to all items currently on existing electronic forms, which are state and federally mandated.)*

- 34. Describe whether the software system has built-in support for data export/import permitting interface to M-DCPS applications including the existing WISE (Web Interface for Special Education) application. What type of data transfers is supported? What type of data encryption within these data transfers is supported?

## **Only vendors proposing a Non-ASP designation are required to respond to this section**

*(Note: ASP answers NA to each of the following questions.):*

### **General Infrastructure and Network**

- 35. Describe the technical requirements necessary to effectively run the system. Include server hardware requirement and configuration, data storage requirements, server operating system, and system software requirements and configuration. Also, include details demonstrating level of alignment to current M-DCPS environment of Microsoft IIS 6/7, SQL Server 2005/2008,

.NET framework 2.0/3.0, Windows Active Directory, and Microsoft Windows Server 2003/2008.

- 36. Describe how your system's detailed hardware configuration will be sufficient to allow the District to operate the proposed software and any releases for a minimum of three years from implementation.
- 37. Describe in the proposal the hardware/software costs necessary to operate your product within M-DCPS.
- 38. Describe whether the software solution has been utilized in a VMware environment.

#### **Access**

- 39. Describe how your system would use Active Directory to authenticate and/or manage users.

#### **Maintenance or Updating**

- 40. Describe how the vendor will identify, build, and institute a transition plan that will allow the M-DCPS team to successfully manage year two and beyond of implementation.

#### **Interface with existing systems and transfers**

- 41. Describe how the software solution allows for seamless integration with existing SQL server M-DCPS databases to allow automatic data import and export.

#### **Support**

- 42. Describe technical support methods and hours.

**All vendors are required to respond to this section, regardless of ASP or Non-ASP designation:**

#### **Implementation Strategy:**

- 43. Describe how, if awarded this RFP, the vendor will begin the SPED-EMS design process within 10 school days of the award date.
- 44. Describe how, if awarded this RFP, the vendor will have SPED-EMS operational by November 10, 2009.
- 45. Describe how the software system will be implemented. Provide a detailed strategy with timelines. Provide examples of staff to be utilized. Describe

how the vendor will provide full-time, on-site project management for year one of the contracts.

46. Describe how SPED-EMS will integrate in a single platform all services, tracking, and documentation for Special Education and Medicaid Recovery, documentation, management, and reporting.

### **Input and Integrated System Requirements**

47. Describe how the software provides for a flexible and scalable SPED-EMS that includes management of Special Education and Medicaid Recovery in one system.
48. Describe any built-in process logic, user guidance, and error checking for the IEP, EP, 504, Rtl, and Service Plan (IEP/EP/504/Rtl/SP) creation process and the Matrix of Services and compliance procedures.
49. Describe the software's ability to create reminders and alerts to ensure all designated staff all perform and conduct services and interventions in the same manner – with fidelity and consistency.
50. Describe how the software will provide an easy-to-use system for users at the school, administrative, District, and statewide levels to input, search, and view IEP/EP/504/Rtl/SP related information as well as extract data and generate reports on both a granular and aggregated basis.

### **Software Support and Training**

51. Describe how your training will be provided to all M-DCPS Special Education (including gifted) staff, with the provision of District-based training sites. Describe whether it is role-based, train-the-trainer, Web-based, etc. Vendor is requested to supply a detailed training plan.
52. Describe how the software system has the ability to access a comprehensive knowledge base along with built-in tutorials and help screens.
53. Describe how the vendor will provide Special Education experts on staff full-time and list roles and contributions in prior client engagements (résumés must be included).

### **Medicaid Recovery System**

54. Describe how the vendor will provide Special Education Medicaid billing services documentation and tracking capability.

55. Describe and provide proof of the Medicaid compliance experts and lawyers on staff full-time, who bring to M-DCPS as consultants expertise in federal and state Medicaid regulations.

### **Response to Intervention**

56. Describe how the vendor will provide consulting and guidance on Response to Intervention (Rtl) Requirements and system support.
57. Describe how the vendor will provide a system to document and track Response to Intervention (Rtl): Supplemental Services tracking for Rtl, individual interventions, and pre-formatted charts and the ability to graphically plot student improvement to goals over time.

### **Compliance Processes**

58. Describe how the system is customized specifically to our District's needs and guides users step-by-step through the complexities of SPED compliance.
59. Describe how the vendor will provide a business process management solution to guarantee process compliance in creating, tracking, and reporting IEPs and the Matrix of Services.
60. Describe how the vendor will provide a system that ensures complete and accurate state reporting at the point of user input.

### **Documents, Reporting, and Service Tracking**

61. Describe how the vendor will create online all state required Special Education and Medicaid documents.
62. Describe how the SPED-EMS will provide entering, enable tracking, and archive IDEA 2004 compliant documentation at every stage of a child's learning process, from early-stage informal collaborations through student support meetings and education plans.
63. Describe how the SPED-EMS will integrate health services logging and Medicaid Fee-For-Service billing in one platform so that complete documentation of all health related services to children allows complete transparency of prescribed versus delivered versus billed services.
64. Describe how the SPED-EMS will enable the production of all documents, letters, and forms in use by the District to migrate to a paperless process.
65. Describe how the SPED-EMS will allow for input of signatures on compliance documents.

## **V. 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 software provider meets or exceeds the District's minimum requirements. An Excel file has been provided on the proposal link for download. The District's requests that the submission package include copies of the proposal sheets in Excel, on a diskette, CD, or jump drive.

## **VI. TERMS OF CONTRACT**

The purpose of the proposal is to establish a contract(s) at firm unit prices for the items listed from date of award moving forward indefinitely. The successful proposer(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.

## **VII. SELECTED TERMS AND AGREEMENTS**

This section contains selected terms and conditions from the District's Standard Agreement. This RFP is not an offer to enter into a Contract and does not commit the District to enter into a Contract, nor does it obligate the District to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a Contract. Contract terms described in this section are sample provisions only and the District reserves the right to require additional or different contract terms. The District further reserves the right to negotiate contract terms with specific Proposers.

- A. **Assignment** - Unless the Contractor obtains the advance written consent of Miami-Dade County Public Schools, which may be granted or withheld in its discretion, the Agreement may not be assigned by Contractor. Assignment of the Agreement by operation of law or the merger or acquisition of Contractor shall be deemed to be an assignment requiring

consent of M-DCPS under this Section. Any assignment in contravention of this provision shall be void and no assignment shall relieve the assignor of any obligations under the Agreement. This Agreement shall be binding upon the Parties hereto their any respective successors and assigns.

- B. **Choice of Law and Venue** - This Agreement shall be construed in accordance with and governed by the substantive law of the State of Florida without regard to its conflicts of laws principles. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.
- C. **Force Majeure** - Neither Party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event provided that such Party complies with the provisions of this Section. 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 (i) continues to perform to the extent practicable; (ii) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and (iii) 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 shall immediately notify the other Party by telephone (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.
- D. **Indemnity** - Contractor shall indemnify, defend and hold harmless the School Board, its employees and agents, ("District Indemnitees") from and against any losses, costs (including, but not limited to, attorneys fees, court costs, and expenses), damages, suits, claims and liabilities ("Losses") suffered by any such District Indemnitees based on, arising out of or in any way related to Contractor's breach of its warranties or obligations set forth in the Agreement, or arising out of or in connection with Contractor's provision of the Services, the Deliverables, or any component or part thereof, or Contractor's failure to provide the same. The foregoing indemnity and hold harmless is conditioned on such Loss(es) being proximately caused in whole or in part by the negligent or willful act or omission of Contractor, its employees, agents, subcontractors, or anyone acting directly or indirectly on Contractor's behalf. Contractor also shall defend, indemnify, and hold harmless district Indemnitees from and against any Loss, demand, or challenge based on, arising out of or in any way related to any assertion that any Deliverable, the Integrated Software (other than the Baseline Code), the Licensed

Software or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; provided that District Indemnitees shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at their own expense. No settlement shall be made without notice to and prior written consent of the District.

- E. **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.

## **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 product and support solutions. The presentation may include a live demonstration of their proposed products. In addition, Proposal(s) defined as best meeting the District's requirements, after demonstrations, may be required to provide, at no charge to the District, a Proof of Concept (POC) to verify and demonstrate the claimed functionality and infrastructure, and scalability of product as stated in the proposal.

Evaluation process for the proposal is as follows:

Proposals that meet the minimum eligibility requirements and the mandatory scope of services requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following criteria:



Evaluation Criteria	Maximum Allowable Points
1. Approach and Methodology (Scope of Services)	45
2. Experience	25
3. Staff Qualifications	15
4. Cost	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### **Scoring:**

**Approach and Methodology:** the proposal will be evaluated based on the vendor's consulting methodology and scope of services, in the context of required components of a Special Education Electronic Management System (SPED-EMS). This includes a full program design, and on-site project management support. In addition, the quality of the proposed training and support plan will be important.

**Experience:** the proposal will be evaluated based on the vendor's ability to show a proven track record of success in large urban school districts where Special Education compliance and legal expertise, program design, and on-site project management support were required.

**Staff Qualifications:** the proposal will be evaluated based on the vendor's ability to show experienced Special Education experts, project managers, and implementation consultants that are full time employees, who have worked on previous successful engagements with your company. Résumés and full experience must be included.

**Cost:** the cost proposal will be evaluated for the cost per specific component and the total acquisition cost provided.

Proposed staff needs to be qualified in the following areas:

- Program Design
- Large Urban District Project Management
- Special Education and Legal Compliance
- Medicaid Recovery

The Evaluation Committee will compile the scores and make a recommendation on the basis of highest score. The award of a contract is subject to the approval of the School Board of M-DCPS.

### **ORAL PRESENTATIONS (OPTIONAL):**

Upon completion of the above evaluation, rating, and ranking, the Committee may choose to conduct an oral presentation(s) with the vendor(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. Selected vendor(s) must provide a live demonstration of their SPED-EMS during the oral presentation. Upon completion of the oral presentation(s), the Committee may reevaluate, rerate and rerank the proposals remaining in consideration based on the written documents combined with the oral presentation to determine the overall ranking.

### **PROOF OF CONCEPT (REQUIRED):**

Selected vendor(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 platform, network, servers, databases, and scalability. A functional evaluation sub-committee to verify claimed functionality and infrastructure compatibility will review the POC. Selected vendor(s) will perform the identical functions during the POC.

Selected vendor(s) will have nine (9) business days to host (if Vendor has capability to do so) and/or to install, implement, tune, and create required functionality to support a laboratory environment of up to 20 end-user workstations. The software will remain on the M-DCPS environment for the technical review sub-committee to evaluate the product's functionality for a period not to exceed 30/60 business days. Selected vendor(s) will provide all the necessary technical and training support to the technical review committee throughout the evaluation. The POC results will be reported to the Selection Committee for required compliance to all items.

Upon completion of the Proof of Concept, the Committee may reevaluate, rerate, and rerank the proposals remaining in consideration based upon the written documents combined with the oral presentation to determine the overall final ranking.

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 software, hardware and/or 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 vendor(s).

**SELECTION COMMITTEE:**

**The selection committee will consist of the following or their appointed designee**

- A school staff member, who is responsible for Special Education, selected from an elementary or elementary/middle (K-8 center), middle, and/or senior high school;
- The current District special education staff member responsible for the provision of training in the current web-based IEP system;
- One principal from a site with a large special education population;
- One administrator from a Regional Center, who specializes in Special Education;
- One administrator from Special Education Compliance;
- One administrator from Instructional Technology;
- One administrator responsible for Medicaid Recovery;
- One administrator from the Office of Procurement Management (non-voting);
- One administrator from School Operations;
- One administrator from Special Education;
- One special education teacher representative from UTD;
- One administrator from Attendance Services;
- One administrator from Advanced Academic Programs;
- One administrator from Information Technology Services;

**The technical review sub-committee will consist of the following or their appointed designees:**

- Four administrators from Information Technology Services.

## **IX. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

### **Equal Employment Opportunity**

- A. 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.
- B. 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 B)**

### **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 Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

<http://procurement.dadeschools.net/pdf/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 \$1,000,000 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 \$1,000,000 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**

The individual/firm(s) must enter into the following indemnification and hold harmless agreement:

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firm's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firm's directors, officers, employees, agents, subcontractors or other representatives.

## **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 (5<sup>th</sup>) 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 proposals is as follows:

Procurement Contract Review Committee	January 15, 2009
Mailing of Request for Proposals	June 30, 2009
Deadline for Questions	July 7, 2009
Opening of Proposals	July 16, 2009
Evaluation of Proposals	July 25, 2009
Oral Presentations (if required)	July 29, 2009
Proof of Concept	August 3 – August 14, 2009
Final Evaluation Committee Meeting	August 17, 2009
Recommendation for Award	September 9, 2009

#### **XIV. ADDITIONAL INFORMATION**

Specific information 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 July 7, 2009.

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY:

Barbara D. Jones, CPPB, Executive Director  
Procurement Management Services  
Miami Dade County Public Schools  
1450 N.E. 2<sup>ND</sup> Avenue, Room 352  
Miami, Florida 33132  
FAX #305-995-2348  
E-Mail: [bjones@dadeschools.net](mailto:bjones@dadeschools.net)

Ileana Martinez, School Board Clerk  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>ND</sup> Avenue, Room 268B  
Miami, Florida 33132  
FAX #305-995-1448  
E-MAIL: [martinez@dadeschools.net](mailto:martinez@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' 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>

***Above dates may vary based on number of submissions moved forward for testing and the availability of ITS resources.***

# ATTACHMENT A

## SPECIAL EDUCATION-ELECTRONIC MANAGEMENT SYSTEM

### PRICE PROPOSAL SHEET

PROPOSER'S NAME: \_\_\_\_\_

Please provide options for Site and District Licensing in non-ASP implementation as listed below:

Item	Description	Unit	Annual
			(\$)
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	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	\$
10	Discount		\$
11	OTHER		

***Please provide options for Site and District Licensing in ASP implementation as listed below:***

Item	Description	Unit	Annual
			(\$)
	Per Site HOSTING		
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.	\$
	Districtwide HOSTING		
6	Up to 525 Schools and Administrative offices	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	\$
10	Discount		\$
11	OTHER		



**AFFIRMATIVE ACTION  
EMPLOYMENT BREAKDOWN**

ATTACHMENT B

[illegible]