

REVISED

Request For Proposal

For Continuing Services Contract for
Information Technology "IT" Consulting Services
For The School District of Osceola County

RFP # SDOC-06-103-LK

STATEMENT OF PURPOSE: Awarded Contractor(s) shall be the School District's IT Consulting Services Contractor(s). This contract is divided into four (4) separate Project Areas: Analysis and Design; Development and Integration; Operations and Support; and Staff Augmentation. The School District intends to award this contract to multiple vendors in all four (4) Project Areas. Proposers may respond to all of the Project Areas or any combination of one or more Areas, but **must** answer all questions for a particular Project Area in order to be considered responsive to that part of the solicitation.

Services for projects estimated to be less than or equal to \$100,000.00 will be assigned to the awarded vendor that offers the most expertise and/or best negotiated hourly rates, as determined in the District's sole discretion. On projects exceeding \$100,000.00 all awarded vendors for that Project Area will be contacted to submit a proposal.

Awarded Firm(s) shall provide a written proposal for each project prior to beginning any work. The District reserves the right to purchase hardware and software from existing SDOC Bids or to include them in this Proposal utilizing a Total Turnkey Pricing structure for the various Projects.

The District expects to gain the following benefits from establishing this contract:

- Maintain or improve current levels of service.
- Improve reporting/tracking capabilities.
- Gain personnel for niche skills, and
- Develop relationships with new IT professional service companies.

Submittals are due Friday, July 28, 2006 before 10:00 AM in the Purchasing Department located at 817 Bill Beck Blvd., Building 2000, Kissimmee FL 34744.

Please submit five (5) copies of your proposal in an 8 ½" x 11" edge bound format, (covers may be slightly larger) tabbed to correspond with the listed headings in Section 3, along with two (2) Electronic copies of your proposal saved in Adobe Acrobat PDF format to a Disk or CD (One disk/CD will be archived in the file, the other disk/CD will be available to Committee members wishing to view the information via computers using the Electronic format. It is important that the proposals, whether in hard copy or electronic format be identical.) Contents shall be in general conformance with required criteria utilizing your firms phrasing to complete the requested listing. Failure to submit the information and format requested may result in your proposal being deemed non-responsive. A non-responsive proposal shall receive no further consideration.

Brief Outline

1. **Vendor Forms / Certificate Requirements**
2. **Solicitation Rules**
3. **Proposer's Response – Instructions**
 - 3.01 Letter of Interest
 - 3.02 Table of Contents
 - 3.03 Vendor Forms / Certification Requirements
Complete and sign attached documents and return with your response.
 - 3.04 Job Descriptions / Titles
Include job descriptions and resumes of personnel
 - 3.05 Tabbed Sections
 - Tab 1** Project Area 1 “Analysis and Design” Description and Response.
 - Tab 2** Project Area 2 “Development and Integration” Description and Response.
 - Tab 3** Project Area 3 “Operations and Support” Description and Response.
 - Tab 4** Project Area 4 “Staff Augmentation” Description and Response.
 - Tab 5** Teaming Partners List
Teaming Partner Agreement of Representation Form
 - Tab 6** Continuing Service Contract
 - 3.06 Guaranteed Maximum Hourly Rates per Job Title and level of expertise.
 - Tab 7** Price Sheet
 - Tab 8** Financials
 - Tab 9** Other Attachments if Necessary (including any Addenda)
4. **Evaluation Criteria**
5. **General Conditions**
6. **Special Conditions**
7. **Project Milestone**

Section 1 - Vendor Form / Certificate Requirements

1.01 See Attachments A through F

- Attachment A - School District Vendor Information Form (FC-200-1375)
- Attachment B - W-9 Taxpayer Identification Number & Certification Form
- Attachment C - Jessica Lunsford Act – Vendor Certification Form
- Attachment D - Debarment Form
- Attachment E - Drug Free Workplace Form
- Attachment F - Continuing Service Contract
- Insurance Certificate: Insurance requirements listed in section 5.24. Vendor shall submit a copy of their Insurance with a minimum of \$1,000,000.00 in Professional Liability coverage.
- Letter or certification from Manufacturer’s stating that you are an authorized Service Provider, Distributor, etc.

Section 2 - Solicitation Rules

2.01 **General Instruction:** The Proposer shall read all the solicitation documents and prepare its response accordingly.

2.02 **Terms and Conditions:** All proposals are subject to the terms and conditions of the solicitation documents, which in case of conflict, shall have the order of precedence listed:

- Continuing Service Contract
- RFP Special Terms and Conditions
- RFP General Terms and Conditions
- Purchase Order

The School District objects to and shall not consider any additional terms or conditions submitted by the Proposer, including any appearing in documents attached as part of the Proposer’s response. In submitting its qualifications, Proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

2.03 **Addenda:** The Purchasing Department shall post any Addenda to this solicitation on our website at www.osceola.k12.fl.us/depts/purchasing Each Proposer is responsible for monitoring this site for new or changing information. The Purchasing Department will also Fax out any Addenda to firms who filled out the Project’s “NIB” Form (which is used to request the Project Fact Sheet).

2.04 **Questions/Purchasing Specialist:** Questions regarding this RFP must be directed in writing to:

Lisa Kesecker, CPPB, FCPA – Purchasing Specialist
817 Bill Beck Boulevard
Kissimmee, FL 34744
Phone # 407-870-4622
Fax # 407-870-4618
Email: keseckel@osceola.k12.fl.us

2.05 **Conflict of Interest:** This solicitation is subject to Board Policy. Proposers shall disclose with their proposal the name of any officer, director, employee or other agent who is also an employee of the School District. Proposers shall also disclose the name of any District employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates.

2.06 **Convicted Vendors:** Per Florida Statutes 287.017, A person or affiliate placed on the State of Florida's convicted vendors list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list.

- 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 Entity.
- May not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

2.07 **Proposal Evaluation and Award:** Proposals will be evaluated and awarded in accordance with section 4, Evaluation Criteria. Proposers may submit and be awarded in more than one Project Area.

2.08 **Contract Formation:** No contract shall be formed between the Proposer and the School District until the School Board's Chairman signs and the Superintendent attests the Contract. The School District shall not be liable for any costs incurred by a Proposer in preparing or producing its proposal or for any work performed before the Contract is effective.

2.09 **Submittal Due Date:** July 28, 2006 before 10:00 AM, responses must be delivered to the Purchasing Department located at 817 Bill Beck Blvd., Bldg 2000, Kissimmee, FL 34744. Clearly mark on the outside of your package the following information, this will help the mail room and/or delivery personnel know that these are RFP/Bid documents and to deliver them prior to the Opening date and time:

***RFP #SDOC-06-103-LK, "IT" Consulting Services
Submittals Due: July 28, 2006 before 10:00 AM***

- 2.10 **Submittal Format:** (repeated from page 1) Please submit five (5) copies of your proposal in an 8 ½” x 11” edge bound format, (covers may be slightly larger) tabbed to correspond with the listed headings in Section 3, along with two (2) Electronic copies of your proposal saved in Adobe Acrobat PDF format to a Disk or CD (One disk/CD will be archived in the file, the other disk/CD will be available to Committee members wishing to view the information via computers using the Electronic format. It is important that the proposals, whether in hard copy or electronic format be identical.) Contents shall be in general conformance with required criteria utilizing your firms phrasing to complete the requested listing. Failure to submit the information and format requested may result in your proposal being deemed non-responsive. A non-responsive proposal shall receive no further consideration.

Section 3 - Proposer’s Response – Instructions

3.01 **Letter of Interest**

3.02 **Table of Contents**

3.03 **Vendor Forms / Certification Requirements**

Complete and sign attached documents “A” through “F” and return with your response. Include a copy of your Certificate of Insurance along with letters and/or certifications from Manufacturer’s stating that you are authorized service providers, distributors, etc.

3.04 **Job Descriptions / Titles** See Attachment “G”

In order to create a level playing field for all competitors, the District will utilize the State of Florida’s job descriptions from State Contract #973-561-04-2, which was based on industry-specific statistical data. These job descriptions represent the various personnel categories that a Proposer must offer to the District in order to be considered for an award. In order to meet the District’s needs, the Technology Services Department expects that Proposer’s may wish to recruit subcontractors, hereinafter referred to as “Teaming Partners”.

Indicate on Attachment “G” how many employees you and your “Teaming Partner” have in each discipline, attach a resume for each employee, and indicate for each person whether employed by you or the “Teaming Partner”.

3.05 **Tabbed Sections – by Project Area**

The Proposer must complete a response for each Project Area in which they wish to be considered. Proposers are not required to compete in all Project Areas, but must provide **all information** required on a particular Project Area’s Description and answer the questions to that section for their proposal to be considered responsive. The District will not evaluate proposals containing incomplete Description and responses to questions listed in that section.

3.05

Tab 1 **Project Area 1 – Analysis and Design**

Project Area 1 encompasses IT Planning, Studies, and Assessment to assist the School District in both information technology capital planning and assessment, including but not limited to:

- Business case analysis (e.g., costs/benefit and risk analysis)
- Performance measurements
- Independent validation and verification of system development
- Estimating return on investment and/or earned value
- Compliance with District interoperability standards as defined by the Technology/Information Services Departments
- Compliance with State interoperability standards as defined by the State Technology Office as necessary.
- **VoIP, analysis and design**

In responding to the questions below, limit answers to projects that fit the definition above.

Questions – Project Area 1

(a) References, Experience and Distance from School District Administration Complex:

1. Public Sector Experience. Provide detailed examples of Public Sector experience on projects within Project Area 1. In discussing this experience, include the following factors:
 - How long has the Proposer been working in the Public Sector?
 - What percentage of the Proposer’s work is in the Public Sector?
 - What percentage of work has been with Florida School Districts?
 - Provide references related to Public Sector experience. Include the Contact person’s Name and current telephone number, and whether applicable to the Prime Vendor or a Teaming Partner.
2. Distance from SDOC Administration Complex. Provide a list of office locations, the estimated number of personnel available. If you are using Teaming Partners, indicate on your response their office locations and estimated number of personnel.

(b) Client Satisfaction – Technical Performance

1. Provide examples of how you have met or exceeded technical expectations of the client on major tasks/milestones for deliverables within Project Area 1. Include examples of tasks/milestones/deliverables within Project Area 1 that were completed on or before schedule.

2. Provide examples of how you have been responsive to changes in technical directions within Project Area 1 projects. Include examples of how technical direction has changed within past projects, and how the Proposer was able to handle the change to the client's satisfaction.
3. Provide examples of how you have been able to identify risk factors within Project Area 1 and alternatives for alleviating risks.
4. Provide examples of how you have identified and solved problems expeditiously and in the past within Project Area 1. Include how the client was affected and the benefits to the clients.

(c) Client Satisfaction – Management Performance

1. Demonstrate how overall communication in the work described in Project Area 1 has ensured the success of past projects.
2. Demonstrate how the effectiveness and reliability of the Proposer's key personnel have ensured the success of past projects.
3. Demonstrate your ability to recruit and maintain quality personnel. This should include such factors as:
 - Average length of employment
 - Turnover rate
 - Years of experience of the average employee
4. Demonstrate how you have managed multiple and diverse projects within Project Area 1.
5. Demonstrate how you have accurately estimated and controlled costs in the past within Project Area 1.
6. Proposer shall provide examples of its performance in planning, assessments, analysis, monitoring and scheduling on projects.
7. Demonstrate your use of management tools that have helped you effectively manage projects within Project Area 1.

(d) Overall Client Satisfaction. Demonstrate your ability to be cooperative, businesslike, and concerned with the interest of the client.

3.05

Tab 2 **Project Area 2 – Development and Integration**

The services offered under this area include project management of systems development that the District considers important. The services include but are not limited to the following:

- Management of systems integration
- System and software development
- Modernization of legacy systems to web enabled applications
- Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications
- Development and integration internet/intranet/web applications
- Development and integration of security, firewalls, and critical infrastructures
- Development, integration and implementation of the following:
 - Networks (e.g. LAN / WAN / MAN)
 - Data warehousing
 - Electronic Commerce/Electronic Data interchange
 - Groupware
 - Next Generation internet
 - Client/Server computing
 - Workflow and imaging
 - **VoIP**

In responding to the questions below, limit answers to projects that fit the definition above.

Questions – Project Area 2

(a) References, Experience and Distance from School District Administration Complex:

1. Public Sector Experience. Provide detailed examples of Public Sector experience on projects within Project Area 2. In discussing this experience, include the following factors:
 - How long has the Proposer been working in the Public Sector?
 - What percentage of the Proposer’s work is in the Public Sector?
 - What percentage of work has been with Florida School Districts?
 - Provide references related to Public Sector experience. Include the Contact person’s Name and current telephone number, and whether applicable to the Prime Vendor or a Teaming Partner.
2. Distance from SDOC Administration Complex. Provide a list of office locations, the estimated number of personnel available. If you are using Teaming Partners, indicate on your response their office locations and estimated number of personnel.

(b) Client Satisfaction – Technical Performance

1. Provide examples of how you have met or exceeded technical expectations of the client on major tasks/milestones for deliverables within Project Area 2. Include examples of tasks/milestones/deliverables within Project Area 2 that were completed on or before schedule.
2. Provide examples of how you have been responsive to changes in technical directions within Project Area 2 projects. Include examples of how technical direction has changed within past projects and how the Proposer was able to handle the change to the client's satisfaction.
3. Provide examples of how you have been able to identify risk factors within Project Area 2 and alternatives for alleviating risks.
4. Provide examples of how you have identified and solved problems expeditiously and in the past within Project Area 2. Include how the client was affected and the benefits to the clients.
5. Demonstrate how standard tools and methods have helped deliver successful Project Area 2 projects to your clients.

(c) Client Satisfaction – Management Performance

1. Demonstrate how overall communication in the work described in Project Area 2 has ensured the success of past projects.
2. Demonstrate how the effectiveness and reliability of the Proposer's key personnel have ensured the success of past projects.
3. Demonstrate your ability to recruit and maintain quality personnel. This should include such factors as:
 - Average length of employment
 - Turnover rate
 - Years of experience of the average employee
4. Demonstrate how you have managed multiple and diverse projects within Project Area 2.
5. Demonstrate how you have accurately estimated and controlled costs in the past within Project Area 2.
6. Proposer shall provide examples of its performance in management, integration, development and implementation of projects.

7. Demonstrate your use of management tools that have helped you effectively manage projects within Project Area 2.
- (d) Overall Client Satisfaction. Demonstrate your ability to be cooperative, businesslike, and concerned with the interest of the client.

3.05

Tab 3

Project Area 3 – Operational and Support

The services offered under this area include a broad range of IT requirements related to Operations and Support Services. Anticipated services include, but are not limited to the following:

- Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), and Wide Area Networks (WANs)
- **VoIP administration, management and maintenance**
- Computer systems administration, management and maintenance
- Data entry, data storage, data retrieval, and electronic records management
- Specialized workstation (i.e. CAD, CAD/CV, GIS) support
- Computer equipment maintenance (both on-going and on-call)
- Desktop support
- Production support
- Database generation and database management
- Data and/or media management
- Document Imaging Services
- Disaster Recovery Services
- Orientation and training
- Information center/help desk

In responding to the questions below, limit your answers to projects that fit the definition above.

Questions – Project Area 3

- (a) References, Experience and Distance from School District Administration Complex:
1. Public Sector Experience. Provide detailed examples of Public Sector experience on projects within Project Area 3. In discussing this experience, include the following factors:
 - How long has the Proposer been working in the Public Sector?
 - What percentage of the Proposer's work is in the Public Sector?
 - What percentage of work has been with Florida School District's?
 - Provide references related to Public Sector experience. Include the Contact person's Name and current telephone number, and whether applicable to the Prime Vendor or a Teaming Partner.

2. Distance from SDOC Administration Complex. Provide a list of office locations, the estimated number of personnel available. If you are using Teaming Partners, indicate on your response their office locations and estimated number of personnel.

(b) Client Satisfaction – Technical Performance

1. Provide examples of how you have met or exceeded technical expectations of the client on major tasks/milestones for deliverables within Project Area 3. Include examples of tasks/milestones/deliverables within Project Area 3 that were completed on or before schedule.
2. Provide examples of how you have been responsive to changes in technical directions within Project Area 3 projects. Include examples of how technical direction has changed within past projects and how the Proposer was able to handle the change to the client's satisfaction.
3. Provide examples of how you have been able to identify risk factors within Project Area 3 and alternatives for alleviating risks.
4. Provide examples of how you have identified and solved problems expeditiously and in the past within Project Area 3. Include how the client was affected and the benefits to the clients.
5. Demonstrate how standard tools and methods have helped deliver successful Project Area 3 projects to your clients.

(c) Client Satisfaction – Management Performance

1. Demonstrate how overall communication in the work described in Project Area 3 has ensured the success of past projects.
2. Demonstrate how the effectiveness and reliability of the Proposer's key personnel have ensured the success of past projects.
3. Demonstrate your ability to recruit and maintain quality personnel. This should include such factors as:
 - Average length of employment
 - Turnover rate
 - Years of experience of the average employee
4. Demonstrate how you have managed multiple and diverse projects within Project Area 3.

5. Demonstrate how you have accurately estimated and controlled costs in the past within Project Area 3.
 6. Proposer shall provide examples of its performance in operations, maintenance and support services on projects related to Project Area 3.
 7. Demonstrate your use of management tools that have helped you effectively manage projects within Project Area 3.
- (d) Overall Client Satisfaction. Demonstrate your ability to be cooperative, businesslike, and concerned with the interest of the client.

3.05

Tab 4 **Project Area 4 – Staff Augmentation**

This Project Area differs greatly from the previous three, in that it does not relate to a particular part of a project lifecycle. Proposers may offer services in any of the Job Titles or Scope Variants listed on Attachment “G” and the Price Sheet. Unlike work performed within the previous three Project Areas, Staff Augmentation is not generally project-oriented.

Proposers wishing to compete for **only Project Area 4** are **not** required to provide pricing for all Job Titles and Scope Variants detailed on the Price Sheet. Instead, they may bid on only those Job Titles which they wish to offer. However, Contractors receiving an award in Project Area 4 will **only** be permitted to offer hourly staff-augmentation services for Job Titles awarded to them (if any) under a T&M (time and materials) task order (unless the Contractor has also received an award in another Project Area).

Questions – Project Area 4

- (a) References: Submit references from past clients to prove that you have met or exceeded your client’s expectations. For each line item (Job Title - that you are offering staff augmentation services), provide the name of at least one (1) client for whom you have provided similar services. Include the Job Title and Scope Variant (if any) for each line item in which the reference applies.
- (b) Communication: Demonstrate how overall communication with the client has ensured the success of past projects.
- (c) Client Satisfaction: Demonstrate your ability to be cooperative, businesslike, and concerned with the interest of the client.
- (d) Staff Availability: Demonstrate your ability to provide reasonable continuous services throughout the life of the Contract resulting from this solicitation. This

would include, but is not limited to, the company's approach to recruitment and limiting staff turnover.

3.05

Tab 5 **Teaming Partners**

Proposals should include the Proposer's approach to utilization of Teaming Partners, if applicable. Proposers may enter into subcontracting, or "Teaming," agreements with other providers of IT consulting services. Teaming Partners serve two (2) purposes. During the solicitation process, the Proposer may utilize Teaming Partners to demonstrate the Proposer's ability to provide a broader scope of services. After the contract is awarded, Teaming Partners may perform services under the Contract. The Proposer or "Prime Contractor" shall remain responsible for the services delivered and for payments to Teaming Partners. Payment by the District for services provided under this contract will only be made directly to the Prime Contractor(s).

A Proposer may offer an unlimited number of Teaming Partners with its proposal and may utilize an unlimited number of those Teaming Partners in its performance of the contract. In subcontracting work, Prime Contractors are not limited to their Teaming Partners.

The District wishes to ensure that all RFP respondents have appropriate permission to represent their Teaming Partners during the RFP submission and evaluation process. The Proposer is responsible for determining the accuracy of all information provided on the Teaming Partner List - Attachment "H". An authorized representative of each Teaming Partner shall sign a copy of the Teaming Partner Agreement of Representation. Form Attachment "I"

The District must receive copies of these forms for every Teaming Partner the Proposer lists in its proposal. Failure to submit forms for each Teaming Partner will result in a determination that the Proposer's submittal is non-responsive, and will receive no further consideration.

3.05

Tab 6 **Continuing Service Contract**
Attachment "F"

3.06 **Pricing Instructions**

The Price Sheet is broken down into a series of Job Families. Within each Job Family are a number of Job Titles. The Job Title is often, but not always, broken down into "Scope Variants" which are graduations of experience within that Job Title. Proposers must demonstrate their ability to supply personnel who meet all criteria listed in the Job Descriptions, Section 3.04 and "Attachment "G". The Proposers who receive an award will be expected to provide personnel who meet such criteria throughout the term of the Contract.

The submission requirements for Project Areas 1, 2 and 3 requires the Proposer to provide a price for every line item in the Project Area that they wish to be considered for. Proposers who seek award in these Project Areas, but fail to offer an Hourly Rate for every Job Title and Scope Variant, will be considered non-responsive and will not be evaluated by the Selection Committee. The price submission requirement for Project Area 4 includes the requirement to offer pricing for only those line items in which the Proposer wishes to offer.

Entering Hourly Rates: The Proposer must enter an Hourly Rate for each Job Title and Scope Variant. Hourly Rate is defined as the direct hourly rate along with appropriate load factors, and inclusive of profit or fee. Load factors include such items as overhead, fringe, general and administrative, or any other elements of cost. However, expenses directly related to a project such as travel, lodging, or materials and equipment specific to the project would not be built into the hourly rate, but would be accounted for in the Proposer's project specific quote submitted to the District.

Hourly Rates listed on the Price Sheet, must be your Guaranteed Maximum Hourly Rate for the Term of the Contract. However, the District reserves the right, on a project by project basis to negotiate a lower Hourly Rate.

3.06

Tab 7 **Price Sheet**

Tab 8 **Financials**

Proposers shall contact Dun and Bradstreet's Customer Service Department at Phone #800-234-3867 to request the "Supplier Evaluation Report (SER)", Proposers shall fill out the form and submit it back to Dun & Bradstreet to obtain their current Supplier Risk Score. (a small fee is required by D&B for this service, no reimbursement will be given from the District) If you have pulled your Supplier Risk Score within the last 3 months, you may submit your paper work for that request in lieu of paying for a new one.

Tab 9 **Miscellaneous Attachments**

Put any miscellaneous attachments in this section (including any Addenda).

Section 4 – Evaluation Criteria

4.01 **Scoring:** A 1 through 5 scoring method is applied throughout the evaluation process for the evaluation of Technical, Financial and Price Selections as described below. A score of 1 is the least favorable and a score of 5 is the most favorable in all sections.

4.02 **Project Areas 1, 2, and 3:**

(a) **Technical Section**

The Proposer’s response to each question on the Project Areas Submittal Sections, (Tabs 1, 2 and 3) will be scored by Committee members in accordance with the following scale:

- 1 = Unsatisfactory: Not responsive to the question.
- 2 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 3 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 4 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 5 = Exceeds Expectations for effectiveness and responsiveness to the question.

Each Proposer’s Technical Score is determined by calculating the average of all answers within each Project Area as scored by individual committee members. The individual committee member’s scores are then averaged to determine the final technical score for each Proposal’s Project Area submission. If the final Technical score is below 3.00, the Proposal for that particular Project Area will not be further scored for Price and Financial and is NOT eligible for award.

(b) **Financial Section**

The 1 through 5 scoring is applied to the Financial Section using the Dun and Bradstreet Supplier Evaluation Report as follows:

<u>Dun and Bradstreet Score</u>	<u>Proposal Score</u>
8 – 9 =	1
7 – 6 =	2
4 – 5 =	3
2 – 3 =	4
1 =	5

The Financial Score is weighted and combined with Technical scores and Price Submissions as described below in Subsection (d), Award of Project Areas 1, 2 and 3.

(c) Price Submissions

The 1 through 5 scoring is applied to the Price Submissions by placing all proposal price entries for each line item into a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table below. The scores for each line item will be averaged for the entire Project Area or Project Areas to determine the total Price score

Highest 20% increment of Prices	1
Next 20% increment of Prices	2
Next 20% increment of Prices	3
Next 20% increment of Prices	4
Lowest 20% increment of Prices	5

(d) Short Listed Firms for Project Areas 1, 2 and 3

Responsive and Responsible Proposers who achieve a qualifying aggregate score of 3.00 will be short listed and notified in writing when Oral Presentations will be held (if necessary). Aggregate Scores will be weighted and calculated as follows:

- Technical 50%
- Financial 35%
- Price 15%

Sample Calculation:

Technical Score:	Score of 4.95	times 0.50 weight =	2.47
Financial Score:	Score of 2	times 0.35 weight =	0.70
Price Score:	Score of 3	times 0.15 weight =	0.45
Aggregate Score =			3.62

Since the Sample Calculation is greater than or equal to 3, the Proposer will be Short Listed and may be asked to give an Oral Presentation to Committee Members. The District will determine whether Oral Presentations will be required based on the number of Proposers who achieve an Aggregate Score over 3.00. The District desires to award to multiple firms, 3 to 5 per Project Area.

4.03 Project Area 4, Staff Augmentation

Awards in this Project Area will be made on a line-item basis. Technical Score must be above 3.00 to be given any further consideration. Calculations of scores will be made in the same manner as the Sample Calculation above.

Section 5 – General Terms and Conditions

- 5.01 **Taxes:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.osceola.k12.fl.us/depts/Purchasing. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
- 5.02 **Availability of Funds:** The obligations of the School District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding in each fiscal year.
- 5.03 **Acceptance / Rejection:** The School District reserves the right to the following:
- Accept or to reject any or all proposals and to make the award to the bidders who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District.
 - Reject the proposal or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award.
 - Inspect all facilities of bidders in order to make a determination as to the foregoing.
 - Waive any irregularities and technicalities and may, at its discretion, request another RFP.
- 5.04 **Contractual Agreement:** This RFP shall be included and incorporated into the final award. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.
- 5.05 **Purchasing Specialist / Contract Administrator – Authorized Representatives:** The Purchasing Specialist and/or Contract Administrator are hereby designated as the direct authorized representatives of the School District of Osceola County and they shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and their decision shall be final and conclusive.
- 5.06 **Suspension of Work:** The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the Vendor/Contractor written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of

the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Vendor/Contractor shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the Vendor/Contractor, the (Customer) School Board's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Contractor to any additional compensation.

- 5.07 **Termination for Convenience:** The School Board's Authorized Representative, by written notice to the Vendor/Contractor, may terminate the Contract in whole or in part when the School Board's Authorized Representative determines in their sole discretion that it is in the School District's best interest to do so. The Vendor/Contractor shall not furnish any product after they receive the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor/Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 5.08 **Termination for Cause:** The School Board's Authorized Representative, may terminate the Contract if the Vendor/Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Vendor/Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Vendor/Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault of negligence, of the Vendor/Contractor. If the failure to perform is caused by default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the School District. The rights and remedies of the School Board in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- 5.09 **Representatives of the Purchasing Specialist:** Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, and to suspend any work that is being improperly done, subject to the final decision of the Purchasing Specialist.

5.10 **Assignment:** Any Purchase Order issued regarding this RFP or money which may become due hereunder is not assignable except with the prior written approval of the School District of Osceola County, Florida.

5.11 **Packaging, Transportation and Delivery:** Any tangible product delivered under this Contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers.

All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Osceola County, as specified on each Purchase Order. Delivery shall be within thirty (30) calendar days after the receipt of the notice to proceed or purchase order. The Contractor, must notify the School District within five (5) calendar days after receiving a purchase order, if there are any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract Termination and possible Contractor suspension for a period up to 12 months.

5.12 **Installation:** Where installation is required, the Contractor shall be responsible for placing and installing products in the required locations at no additional charge, unless otherwise designated on the Project quote/proposal. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during the installation by the Contractor or its employees or agents. If any alternation is required to the Building to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the Customer and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

5.13 **Literature:** Upon request, the Contractor shall furnish literature reasonably related to the Services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

5.14 **Inspection and Acceptance:** The Customer will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal/quote. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

5.15 **Intellectual Property:** The terms and conditions contained in this section shall apply to all Purchase Orders issued under this contract unless the Customer specifically details other terms on the Purchase Order. The Customer and the Contractor should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the School District.

(a) **Title of Deliverables:**

For purposes of this section, a “product” is any deliverable furnished under this Contract, including but not limited to (1) components of the hardware environment, (2) printed materials, (3) third-party software, (4) programs and programming modifications, customizations, tools, data, modules, and components, and (5) any tangible or intangible properties embedded therein. A product is “existing” if it is a tangible or intangible licensed product that exists before Contract work begins (the Contractor shall bear the burden of proving that a product existed before work began). A product is “custom” if it is any product, preliminary or final that is created under a Purchase Order for the School District by the Contractor or its personnel.

For existing hardware products, title to a hardware product shall pass to the School District upon written acceptance.

For existing software products that are normally commercially distributed on a license basis by the Contractor or other “Independent Software Proprietary Owner” (ISPO), whether or not embedded in, delivered, or operating in conjunction with hardware or a custom product, title shall remain with the Contractor or ISPO. Effective upon acceptance, such product shall be licensed to the School District in accordance with the Contractors or ISPO’s standard licensed agreement, provided, however, that the license agreement shall, at a minimum,, (1) grant the School District a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor demonstrates to the School District before execution of a Purchase Order that adaptation will violate existing agreements or law) and distribute the product to authorized users up to the license capacity identified in the Purchase Order with all license rights necessary to effect the School District’s stated purpose, and (2) recognize the School District as the licensee. Where these rights are not otherwise covered by the ISPO’s standard license agreement, the Contractor shall obtain these rights at its sole expense. The School District shall reproduce all copyright notices and any other legend or ownership on any copies authorized under this paragraph.

For custom products, effective upon creation the Contractor hereby conveys to the School District the sole and exclusive rights, title and interest in the product, including all trademark and copyrights, and the Contractor shall take all necessary and appropriate steps to ensure that the products are protected against unauthorized copying, reproduction, or marketing through the Contractor or its

employees, subcontractors, or agents; provided, that the Contractor may otherwise use any related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Contract. In the alternative to taking exclusive ownership and title to such products, the School District may elect to take a non-exclusive license to use, execute, reproduce, display, perform, and distribute the product as described in the preceding paragraph. Additional terms of such a license are contained in the following paragraph.

(b) **Software License Grant:**

If a Deliverable is pre-existing software and acquired on a licensed basis, the following terms shall constitute the license grant.

(1) Scope: School District (the “Licensee”) is granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, or merge the product within its own infrastructure up to the maximum licensed capacity identified on the Purchase Order. The product may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, etc.). Licensee shall have the right to use and distribute modifications and customizations of the product to and for use by anyone otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish Licensor’s proprietary title or interest. This paragraph grants no license, right, or interest in any trademark, trade name, or service mark.

(2) Term: The license term shall begin the date the product is accepted. Where a license involves Licensee’s right to copy a previously licensed and accept master copy, the term shall begin the date the Purchase Order is executed.

(3) Documentation: Upon request, the Contractor shall deliver to the Licensee at the Contractor’s expense (1) one master electronic copy and one hard copy of product documentation or (2) one master electronic copy and hard copies of the product documentation by type of license in the following amounts, unless otherwise agreed: for individual/named user, one copy per Licensee; for concurrent users, ten copies per site; for processing capacity, ten copies per site. The master electronic copy shall be in either CD-ROM or diskette format and usable without conversion (for example, if a unit has only a 3½” disk drive, software shall be provided on 3½” diskettes). The Contractor hereby grants the School District a perpetual license right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of product documentation as necessary to enjoy full use of the product in accordance with the terms of the license.

(4) Technical Support and Maintenance: Licensee may elect to purchase technical support and maintenance (“Maintenance”). Maintenance shall include, at a minimum, (1) providing error corrections, patches, updates, revisions, fixes, upgrades, and new releases to Licensee, and (2) Help Desk assistance accessible via toll-free or local telephone call or on-line. The Contractor shall maintain the products so as to provide Licensee with the ability to use the products in accordance with the product documentation, without significant functional downtime to ongoing operations during the Maintenance term. The School District shall not be required to purchase Maintenance for use of the product, and the District’s license shall not be invalidated for refusal to purchase Maintenance. The Maintenance term(s) and any renewals are independent of the Contract term or the term listed on the purchase order. The District may discontinue Maintenance at the end of any current Maintenance term upon notice to the Contractor; provided, the term shall not automatically renew. If the School District does not initially acquire, or discontinues, Maintenance, the District may at any later time reinstate Maintenance without any penalties or other charges, by paying the Contractor the amount, if any, that would have been due under the Contract for the period that Maintenance had lapsed, or for twelve months, whichever is less.

(5) Transfers: Licensee’s operations may be altered, expanded, or diminished. Licenses may be transferred or combined for use at an alternate or consolidated site not originally specified in the license, including transfers between departments. Contractor approval is not required for such transfers, but Licensee shall give prior written notice to the Contractor. These shall be no additional license or other transfer fees due, provided that (1) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS) or (2) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system to restrict use and access to the product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. If the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due the Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

(6) Restricted Use by Third Parties: Outsourcers, facilities management, or other services retained by the Licensee shall have the right to use the product to maintain Licensee’s operations, including data processing, provided that (1) Licensee gives notice to the Contractor of such third party, site of intended use of the product, and means of access, (2) the third party has executed, or agrees to execute, the product manufacturer’s standard nondisclosure or restricted use agreement, which agreement shall be accepted by the Contractor, and (3) the third party shall

maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for Licensee. Licensee shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement create or impose any liabilities on the District or the Licensee. Any third party with whom a Licensee has a relationship for a District function or School based activity shall have the temporary right to use product (e.g., Java applets), provided that such use shall be limited to the period during which the third party is using the product for the function or activity.

(7) Archival Backup: Licensee may use and copy the product and related documentation in connection with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.

(8) Source Code Escrow: If either the product manufacturer/developer or the Contractor offers source code or source code escrow to any other commercial customer, or if either seeks bankruptcy protection, then the Contractor shall either (1) provide Licensee with source code for the product, (2) place the source code in a third-party escrow arrangement with a designated escrow agent, which shall be identified to the District's Technology/Information Services Department, and which shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the District's Technology/Information Services Department, or (3) certify to the District that the product manufacturer/developer has named the District, acting by and through the Technology/Information Services Department, and the Licensee, as named beneficiaries of an established escrow arrangement with its designated escrow agent, which shall be identified to the District's Technology/Information Services Department and Licensee, and which shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements, shall be updated for each new release of the product in the same manner as provided above and such updated shall be certified in writing to the District's Technology/Information Services Department. The Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph. The District may release the source code to Licensees under the Contract which have licensed product or obtained services, and which may use the copy of the source code to maintain the product.

(9) Confidentiality: The product is a trade secret, copyrighted and propriety product. Licensee and its employees shall not disclose or otherwise distribute any product to anyone other than as authorized under the specified projects proposal or quote. Licensee shall not remove or destroy any of the Contractor's proprietary markings.

(10) Restricted Use: Except as expressly authorized by the terms of the License, Licensee shall not: copy the product; cause or permit reverse compilation or reverse assembly of the product or any portion; or export the product in violation of any U.S. Department of Commerce export administration regulations.

(11) Proof of License: The Contractor shall provide to each Licensee that issues a Purchase Order either (1) the product developer's certified license confirmation certificates in the name of the Licensee or (2) a written confirmation from the proprietary owner accepting the product invoice as a proof of license. The Contractor shall submit a sample certificate, or alternative confirmation, which shall be in a form acceptable to the Licensee.

(12) Audit of Licensed Usage: The Contractor may periodically audit, no more than annually and at its own expense, use of licensed product at any site where a copy resides provided that (1) the Contractor gives the Licensee at least thirty days written advance notice, (2) the audit is conducted during the Licensee's normal business hours, (3) the audit is conducted by an independent auditor chosen by mutual agreement of the Licensee and Contractor as follows: The Contractor shall recommend a minimum of three auditing/accounting firms, from which the Licensee shall select one; in no case shall the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used, directly or indirectly, to conduct audits, (4) the Contractor and Licensee shall designate a representative who shall be entitled to participate, who shall mutually agree on audit format, and who shall be entitled to copies of all reports, data, or information obtained from the audit, and (5) if the audit shows that the Licensee was not in compliance, the Licensee shall purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the Contract price then in effect or, if none, then at the Contractor's U.S. commercial list price. Once such additional licenses and capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the product.

(13) Bankruptcy: The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code ("Code") if the Licensor files a bankruptcy petition. Licensor's failure to perform its continuing obligations shall constitute a material breach of the Contract excusing performance by the Licensee. Royalty payments for use of intellectual property shall separate from the independent of payments for performance of all other obligations under the Contract (e.g., continuing development obligations, maintenance and support obligations, obligations to provide updates, indemnity obligations, etc.). Upon request, the Licensor shall furnish Licensee any intellectual property, as defined in the Code, and any embodiment of that intellectual property held by the Licensor. If Licensee must hire third-parties to perform support, maintenance, or development tasks

previously performed by Licensor, the Licensee may provide intellectual property to such third-parties without violating nondisclosure or exclusivity provisions.

- (c) **Source Code:** Copies of all program source code developed or maintained for the District shall be delivered to the District's Technology/Information Services Department upon acceptance following the District's existing operating procedures. Any program changes made to the correct errors, to enhance the District's systems, or to change the output as a result of changed requirements, shall be furnished to the District's Technology/Information Services Department upon their completion. Simultaneously with delivery of the program source code the Contractor must deliver copies of all documentation and amended documentation produced by the Contractor. All documentation and amended documentation furnished to the District will reflect the current amended program source code.
- (d) **Pre-Existing Data:** All District data which may be included in the Deliverables shall remain the exclusive property of the District and may not be copied or removed by any personnel, employee or subcontractor of the Contractor without express written permission of the District.

5.16 **Invoicing and Payment:** The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80). IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

5.17 **Compliance with Laws:** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination. The Contractor shall comply with and

adhere to the primary protections specified in the Federal Family Education Right to Privacy Act (FERPA) and Section 1002.22 (3)(d) Florida Statutes.

- 5.18 **Indemnification and Hold Harmless:** Contractor agrees to protect, defend, reimburse, and indemnify and hold the District, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the District by reason of any damage to property of the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whosoever, or other party whosoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performances of the Contractor or any breach of the terms of this Agreement; provided, however, the Contractor shall not be responsible to the District for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the District, its respective agents, servants, employees or officers.
- 5.19 **Force Majeure:** Notwithstanding anything herein to the contrary, Vendor shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including without limitation, acts of GOD, acts of war, civil disturbance, lockouts, fire, unavoidable casualties or the action of promulgation of any statute, rule, regulation or order by any federal, state or local government or judicial agency of official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Vendor), or any other event constituting force majeure under the Agreement.
- 5.20 **Advertising:** The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.
- 5.21 **Employees, Subcontractors, and Agents:** All Contractor employees, subcontractors, or agents performing work under the Contract or any purchase order shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the District. The District may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The District may refuse access to, or require replacement of, any personnel

for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or noncompliance with District's Administrative rules or requirements, (e.g., Jessica Lunsford Act). Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The District, School or Department may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 5.22 **Security and Confidentiality:** The Contractor shall comply fully with all security procedures of the District in performance of the Contract. The Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 5.23 **Key Personnel:** Contractor's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Contractor or the Contractor's Teaming Partners. The Contractor agrees that in the event it becomes necessary for the Contractor to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.
- 5.24 **Insurance Requirements:** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which , as a minimum, shall be: worker's compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees, engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000 (defense cost shall be in excess of the limit of liability), naming the District as an additional insured; Errors and Omissions Insurance (Professional Liability) of at least \$1,000,000; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$1,000,000, including hired and non-owned liability, and \$5,000 medial payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence to the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

- 5.25 **Warranty:** Contractor warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance.

Computer software delivered under a purchase order must perform satisfactorily from the Acceptance Date for twelve (12) months. If defects are discovered and identified within this period by the District, the Contractor shall correct them within 14 calendar days of written notification at the Contractor's expense, or such longer period as specified in the project's proposal/quote. If the defects continue to exist after this 14 day period, corrective actions and remedies shall be taken as authorized under the Contract.

Equipment provided must include the Manufacturer's warranty, the successful Contractor shall fully guarantee all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful Contractor shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

- 5.26 **Warranty of Authority:** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

Section 6 – Special Terms and Conditions

- 6.01 **Contract Term:** The Contract shall be a three (3) year base period, with options to renew as described below.
- 6.02 **Contract Renewal:** This contract maybe renewed for two (2) additional, one (1) year periods if mutually agreeable to the parties.
- 6.03 **Order Overview:** The District shall order services on an as needed basis. As projects "Work Orders" come up, the District's Technology/Information Services Department will request a proposal for the project, (depending on the project size, proposals/quotes may be obtained from all awarded Contractors in that Project Area), the request for proposal, shall establish the deliverables, costs, payment schedules, start/completion dates, etc. for the specific project. It is the responsibility of the District to determine the appropriate scope of work. Project Work Orders will be issued outlining the project requirements upon receipt of the Contractors proposal/quote a purchase order will be issued. (If necessary a special contract may be developed by the Contract Administrator on larger more detailed projects).

The District reserves the right to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the District's Technology/Information Services Department, as determined by the District's Contract Administrator). Work Order specific terms and conditions are only applicable to that specific projects purchase order and shall not be construed as an amendment to this agreement.

Under this Contract three (3) types of Work Orders may be issued:

- (a) **Time and Materials (T&M)** work orders, which may include standard staff augmentation services. A T&M work order should be used by the District to acquire services on the basis of (1) direct labor hours, at specified fixed hourly rates not to exceed those in the Contract, and (2) materials at cost (permitted only when specifically detailed by the District on the Work Order). A typical staff augmentation Work Order is presumed **not** to include any additional materials costs, unless explicitly stated otherwise in the Work Order. These types of work orders place maximum risk on the District, therefore T&M work orders should be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.
- (b) **Fixed Price Project (FPP)** work orders, which provide for a firm price that is not subject to any adjustment on the basis of the Contractor's cost experience in performing the Services. This type of work order provides maximum incentive on the Contractor to contain costs and perform effectively.
- (c) **Cost-Savings** work orders, in which the Contractor receives no direct fee. In this type of work order, the Contractor is reimbursed solely for an agreed-upon portion of the savings realized by its performance of the services. This type of work order requires careful "benchmarking" by the parties, in order to properly calculate such savings.

6.04 **Work Order Requirements:** The following items are REQUIRED to be included in every Work Order issued by the District. All parties to a transaction are responsible for ensuring compliance with this section:

- **Contracting Officer:** Every work order must name the District's Contracting Officer, who shall be the main point of contact for all issues related to the Services performed under that work order. The Contracting Officer is the only person authorized to make or approve any changes in the requirements of a work order. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the work order price to cover any increase in costs occurred as a result thereof. The District's Contracting Officer is

a single point of contact for the Contractor, and has the authority to obtain decisions on behalf of the District. The Contracting Officer will be responsible for the performance of the following functions, some of which may be delegated to other School District staff:

1. Provide a liaison between the District and the Contractor,
2. Review, verify, and approve invoices from the Contractor,
3. Resolve any contractual problems,
4. Ensure the timely review by the District of all planning documents,
5. Report on project progress to School District management,
6. Meet with the Contractor to convey information about schedule, timing and content of upcoming Deliverables, as well as raising problems and frustrations,
7. Meet with the Contractor and inform School District management on the Contractor's difficulties and frustrations,
8. Facilitate resolution of problems,
9. Functions as the source of all material sent to the Contractor,
10. Receive all Deliverables from the Contractor,
11. Archive all Deliverables received from the Contractor, and
12. Review all "Change Orders" looking for communication issues during the problem's lifecycle and follow-up on unresolved issues regarding reproducibility, significance, etc.

- Completion Dates: For Fixed Price Projects, costs to the School District for each Deliverable and the completion date must be agreed upon in the work order. The completion date shall be based on the Contractor's project plan and the District's needs. The Contractor shall complete each project within the agreed cost and by the estimated completion date, unless the completion date is properly modified.

6.05 Performance and Payment Bonds: The School District, in its sole discretion, may require the Contractor to furnish without additional cost to the project a Performance Bond and/or a Performance and Payment Bonds (if subcontractors are used), to ensure the faithful performance of work under a specific project's Work Order. The appropriateness of this bond requirement and the amount of such bond, if deemed necessary, is the sole responsibility of the District.

6.06 Work Order – Change Orders: The Customer is responsible to ensuring that project Work Orders specify the process for any change order requests.

6.07 Conflicts of Interest: Work Orders issued under this Contract (especially work under Project Area 1) may provide the Contractor with access to advance information about future procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software.

In order to prevent any bias, unfair competitive advantage, conflict of interest, or the appearance of any type of impropriety, a Contractor who does any of the following under a Work Order issued under this Contract:

- Performs a feasibility study of the potential implementation of a subsequent Contract or Work Order.
- Participates in the drafting of a solicitation or other subsequent Scope of Work, Work Order, or related document; or
- Develops a program for future implementation.

Is not eligible to bid, respond, or otherwise contract for any other agreements, contracts, Work Orders, or other purchase documents dealing with that subject matter. The Contractor shall also be prohibited from serving as a subcontractor on such agreements, work orders, etc. In addition, District's Technology/Information Services Department and Contractors are encouraged to review s. 287.057(18), F.S.

6.08 **Personnel Matters**

- (a) **Professional Qualifications Requirements:** The Contractor shall supply personnel meeting the educational qualifications specified in Job Titles - Attachment "G". The District may consider, on a case-by-case basis, acceptance of personnel whose degree does not fall within the fields specified. In addition, work experience may be substituted for education, at the District's discretion.
- (b) **Professionalism:** Contractor's personnel shall adhere to the same professional and ethical standards of conduct required of District personnel. Contractor personnel **shall not:**
1. Discuss with unauthorized persons any information obtained in the performance of work under any Work Order not considered a public record pursuant to Chapter 119, Florida Statutes;
 2. Conduct business not directly related to the Work Order on School District premises;
 3. Use computer systems and/or other District facilities for company or personal business other than work related to the Work Order; or
 4. Recruit on School District premises or otherwise act to disrupt official District business.
- (c) **Training:** The Contractor shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under awarded Work Orders. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

1. When the School District has given prior approval for training to meet special requirements that are peculiar to a particular Work Order.
2. Limited training of Contractor employee(s) may be authorized when the District changes the information technology hardware and/or software during the performance of an on-going Work Order and it is determined to be in the best interest of the District.
3. Training for Contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the District's Contracting Officer that attendance is mandatory for the performance of the Work Order requirements.

When training is authorized by the School District under the conditions set forth above, the District will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Work Order and s. 112.061, F.S.

- (d) Recruiting and Retention: For the purposes of this section only, the phrase "Work Order Personnel" is defined as any employee, subcontractor, consultant or other agent of an entity, whom the other entity becomes aware of due to the existence or performance of a particular Work Order.

Unless written authorization is received in advance, neither the Contractor nor the District shall attempt to recruit, hire, or otherwise contract with the Work Order Personnel of the other for the duration of the relevant Work Order and 6 months after such Work Order's termination. The term "attempt to recruit" excludes (1) any broad-based effort to attract applicants if not specifically designed to attract the other's Work Order Personnel and (2) any unsolicited inquires made or applications submitted by one party's Work Order Personnel not at the instigation of the other party. Notwithstanding this prohibition, the District reserves the right to recruit, hire, or otherwise contract directly with any Work Order Personnel who have performed Services under this Contract for at least 6 months.

- (e) Authority: Contractor personnel shall not hold themselves out to be representatives, in any capacity, of the District. In all communications with third parties, Contractor personnel shall identify themselves as such and specify the name of the Contractor.

In all communications with other Contractors in connection with a Work Order, the Contractor personnel shall state the he or she has not authority to in any way change the contract and that if the other Contractor believes a particular communication to be a direction to change the requirements of the Work Order, they should notify the District's Contracting Officer for that Work Order and not carry out the direction until a clarification has been issued by the District's Contracting Officer.

The Contractor shall insure that all of its personnel are informed of the substance of this section, and all substance of this section shall be included in all subcontracts.

6.09 **Software Documentation Requirements:** To the extent that any software is developed, modified, or otherwise procured under a Work Order, the Contractor is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. The District may address specific software documentation needs or standards in the appropriate Work Order.

6.10 **Contractor Responsibilities:** In accepting a Work Order, the Contractor recognizes its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Work Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the School District for the actions of its personnel. Each Work Order will name a District Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

Contractor's management responsibilities include; but are not limited to, the following:

1. Ensure personnel understand the work to be performed on Work Orders to which they are assigned.
2. Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the District.
3. Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the District.
4. Regularly assess personnel performance and provide feedback to improve overall task performance.
5. Ensure high quality results are achieved through task performance.

The Contractor shall not perform any inherently governmental actions under this Contract.

6.11 **Working with Other Contractors:**

- (a) **Other Work:** The District may undertake or award other contracts, Work Orders, or other arrangements for additional or related work, and the Contractor shall reasonably cooperate with such other Contractors and pertinent District personnel. The Contractor shall not commit or permit any act that shall interfere with the performance of work by any other Contractors or by District personnel.

(b) Transition of Work: The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of any Work Order or other contract, project, or other agreement, if necessary. When appropriate, Work Order management personnel shall meet with the successor Contractor to coordinate Work Order transition. Discussions may include personnel transition to the successor Contractor or the transition of Work Order-specific items such as Customer or Contractor furnished supplies, materials, equipment, and services.

6.12 **Treatment of School District Assets:** Title to all property furnished by the District under this contract or any Work Order shall remain with the District, and Contractor shall surrender to the School District all property of the District prior to settlement upon completion, termination, or cancellation of any Work Order. Any property of the School District furnished to the Contractor shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Services.

6.13 **Work Order Termination:** Upon the termination of any Work Order or a portion thereof, the School District may require the Contractor to deliver to the District any Deliverables specifically produced or acquired for the performance of such part of any Work Order. The School District shall pay the Contractor for Deliverables received and accepted by the District, however, in no event shall the District pay to the Contractor an amount greater than the Contractor would have been entitled to if the Work Order were not terminated.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further Work Orders for additional of other services related to the affected Work Order, and shall, as soon as possible, but no longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated Work Order and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the District to the extent required, which approval or ratification shall be final for the purpose of this section.

The parties shall also settle any transfers of property which may have been required to be furnished to the District or which otherwise belongs to the District; the Contractor shall provide written certification to the School District that the Contractor has surrendered all said property.

The termination of a Work Order shall not affect the performance of quality of any other unrelated Work Order being performed by the Contractor for the same Department or any other Department.

- 6.14 **Liquidated Damages:** In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School District of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Customer's Contracting Officer, and which the School District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the District, as liquidated damages, the sum of \$500.00 for each calendar day of delay after the assigned substantial completion date of the project. If the actual completion extends beyond the time limit specified for the final completion deadline the liquidated damages shall be \$350.00 for each calendar day for additional time required for final completion of the work, these two (2) sums can run concurrently. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

The Contractor acknowledges that the District reserves the right to pursue the remedy of liquidated damages for material non-performance of services, in addition to other legal remedies available.

- 6.15 **Standardization of District Components:** The District has standardized on Cisco Components for our Access Point, Switches, Firewall, Virtual Private Network, along with HP products for our Data Center Servers. In submitting proposals, please include certification from the Manufacturer's you represent and are authorized Service providers of; indicate if you are an authorized Distributor, Supplier and Certified Service Provider.

Section 7 – Project Milestone

Date	Legal Advertisements
June 30, 2006	Legal Advertisement Orlando/Osceola Sentinel
July 05, 2006	Legal Advertisement Orlando/Osceola Sentinel
July 09, 2006	Legal Advertisement Orlando/Osceola Sentinel
July 28, 2006	Responses to RFP due before 10:00 AM Location: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744
August 17, 2006	Notification of Selected Short List Candidates Written notification will be faxed to Short Listed Firms. (Minimum of five applicants)
August 24, 2006	Short List Oral Presentations and Interviews Oral Presentations before the Selection Committee Location: School District of Osceola County Purchasing Conference Room 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 Time: 8:00 AM to 3:00 PM
September 5, 2006	School Board Meeting, Ratification of Ranked Finalist(s), Posting of Ranked Finalists.

All prospective professionals are hereby cautioned not to contact any Board Member of the School District of Osceola County after submittals are received or to attempt to persuade or promote through other channels, including discussion with District selection committee members. After submittals are received all contacts must be channeled through the Purchasing Department. Failure to comply with these procedures may be cause for disqualification of firm's expression of interest.

Questions and additional information requests should be directed in writing to:

Lisa Kesecker, CPPB, FCPA – Purchasing Specialist
Purchasing Department
817 Bill Beck Boulevard
Kissimmee, Florida 34744
Email: keseckel@osceola.k12.fl.us
Phone # 407-870-4622 Fax # 407-870-4618

PRICE SHEET

Job Family	Job Title	Level of Experience	Project Area 1 Hourly Rate	Project Area 2 Hourly Rate	Project Area 3 Hourly Rate	Project Area 4 Hourly Rate
Network Management	Network Architect	Intermediate				
Network Management	Network Architect	Advanced				
Network Management	Network Architect	Expert				
Network Management	Network Engineer	Intermediate				
Network Management	Network Engineer	Advanced				
Network Management	Network Engineer	Expert				
Network Management	Network Analyst	Entry				
Network Management	Network Analyst	Intermediate				
Network Management	Network Analyst	Advanced				
Network Management	Network Analyst	Expert				
Network Management	Network Administrator	Entry				
Network Management	Network Administrator	Intermediate				
Network Management	Network Administrator	Advanced				
Network Management	Network Administrator	Expert				
Network Management	Network Technician	Entry				

PRICE SHEET

Job Family	Job Title	Level of Experience	Project Area 1 Hourly Rate	Project Area 2 Hourly Rate	Project Area 3 Hourly Rate	Project Area 4 Hourly Rate
Network Management	Network Technician	Intermediate				
Network Management	Network Technician	Advanced				
Network Management	Network Technician	Expert				
Network Management	Network Security Specialist	Intermediate				
Network Management	Network Security Specialist	Advanced				
Network Management	Network Architect	Intermediate				
Network Management	Network Architect	Advanced				
Network Management	Network Architect	Expert				
Network Management	Network Engineer	Intermediate				
Network Management	Network Engineer	Advanced				
Network Management	Network Engineer	Expert				
Network Management	Network Analyst	Entry				
Network Management	Network Analyst	Intermediate				
Network	Network Analyst	Advanced				

PRICE SHEET

Management						
Job Family	Job Title	Level of Experience	Project Area 1 Hourly Rate	Project Area 2 Hourly Rate	Project Area 3 Hourly Rate	Project Area 4 Hourly Rate
Internet Planning, Engineering & Operations	Web Applications Programmer	Entry				
Internet Planning, Engineering & Operations	Web Applications Programmer	Intermediate				
Internet Planning, Engineering & Operations	Web Applications Programmer	Advanced				
Internet Planning, Engineering & Operations	Web Applications Programmer	Expert				
Internet Planning, Engineering & Operations	Web Designer	Intermediate				
Internet Planning, Engineering & Operations	Web Designer	Advanced				
Internet Planning, Engineering & Operations	Web Security Specialist	No Variance				
Telecommunications	Telecommunication Engineer	Entry				
Telecommunications	Telecommunication Engineer	Intermediate				

PRICE SHEET

Telecommunications	Telecommunication Engineer	Advanced				
Telecommunications	Telecommunication Engineer	Expert				
Job Family	Job Title	Level of Experience	Project Area 1 Hourly Rate	Project Area 2 Hourly Rate	Project Area 3 Hourly Rate	Project Area 4 Hourly Rate
Telecommunications	Telecommunication Technician	Entry				
Telecommunications	Telecommunication Technician	Intermediate				
Telecommunications	Telecommunication Technician	Advanced				
=====	=====	=====	=====	=====	=====	=====
Security / Business Continuance	Security Analyst	Entry				
Security / Business Continuance	Security Analyst	Intermediate				
Security / Business Continuance	Security Analyst	Advanced				
Security / Business Continuance	Security Analyst	Expert				
=====	=====	=====	=====	=====	=====	=====
Systems Programming & Administration	Groupware Specialist	Entry				
Systems Programming & Administration	Groupware Specialist	Intermediate				
Systems	Groupware	Advanced				

PRICE SHEET

Programming & Administration	Specialist					
Systems Programming & Administration	Systems Software Programmer	Entry				
Job Family	Job Title	Level of Experience	Project Area 1 Hourly Rate	Project Area 2 Hourly Rate	Project Area 3 Hourly Rate	Project Area 4 Hourly Rate
Systems Programming & Administration	Systems Software Programmer	Intermediate				
Systems Programming & Administration	Systems Software Programmer	Advanced				
Systems Programming & Administration	Systems Software Programmer	Expert				
Systems Programming & Administration	Systems Administrator	Entry				
Systems Programming & Administration	Systems Administrator	Intermediate				
Systems Programming & Administration	Systems Administrator	Advanced				
Systems Programming & Administration	Systems Administrator	Expert				
Systems Programming & Administration	Systems Security Specialist	No Variance				

PRICE SHEET

Administration						
Systems Programming & Administration	Groupware Specialist	Entry				
Job Family	Job Title	Level of Experience	Project Area 1 Hourly Rate	Project Area 2 Hourly Rate	Project Area 3 Hourly Rate	Project Area 4 Hourly Rate
Systems Programming & Administration	Groupware Specialist	Intermediate				
Systems Programming & Administration	Groupware Specialist	Advanced				
Systems Programming & Administration	Systems Software Programmer	Entry				
Systems Programming & Administration	Systems Software Programmer	Intermediate				