

District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
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December 20, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Contracted Programming Services- Advanced Communication Solutions
and Permission to Place Purchase Order

Attached please find a negotiated contract with Advanced Communication Solutions (ACS) which requires Board authorization. The Information Services Department has requested these services to provide NEC Certified support to perform the programming of the District's NEC PBX system required for District phone operations.

ASC will provide on-site programming support to the District's PBX systems Monday – Friday from 7:30 am - 4:00 pm for the period covering January 9, 2012, through June 30, 2012. The attached contract was reviewed and approved by the Board's Attorney from McClain, Alfonso, Meeker & Dunn P.A. on December 9, 2011. The District is allowed to direct negotiate this type of contract in accordance with DOE rule 6A-1.012(14). A more detailed explanation is in the attached letter from John Simon, Director of Information Services.

We are requesting Board signature on the attached contract, and permission to place a purchase order in the amount of \$66,925. Please feel free to contact John Simon, Director of Information Services or me at your earliest convenience if you have any questions or concerns.

KDG/mw
Attachments

Date/Time: December 14, 2011 08:37:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

To: Kendra Goodman, Purchasing Agent

From: Chris Jackson, Supervisor of Information Services *CJ*
John Simon, Director of Information Services *JS*

Date: December 8, 2011

Subject: Contract and Purchase Order for Contracted Programming Services – Advanced Communication Solutions

Information Services is requesting your assistance in obtaining Board approval for this contract and permission to place a purchase order to Advanced Communication Solutions to provide a NEC Certified support to perform the programming of the Districts NEC PBX system required for district phone operations.

Advanced Communication Solutions is able to provide NEC PBX programming support across all of the NEC systems the District has deployed. They also have specialized expertise in the implementation of new NEC PBX installations. These contracted programming services will be utilized from Advanced Communication Solutions to provide an onsite technician Monday – Friday from 7:30am – 4:00pm for six months starting January 9, 2012.

The support person requested for this purchase order will be used primarily for programming and support of our existing NEC PBX systems. In addition, the provided support person will provide knowledge transfer to existing District support staff to enable District staff to be able to provide programming of the Districts NEC PBX system in the future.

This purchase order is in accordance with DOE Rule 6A-1.0102(14); information technology resources may be exempt from the bid process and negotiated when it is in the Board's best interest. The Information Services Department has negotiated an acceptable contract with the vendor to perform these services. The term of this agreement will be from 1/9/2012 – 6/30/2012 and in the amount of \$66,925.00. This amount is funded through 110.9421.6420.0350.8100.0000.

Thank you very much for submitting this request for approval to the School Board.

**District School Board of Pasco County
Programmer's Service Agreement**

This agreement entered into as of the 8 day of December, 2011 by and between the District School Board of Pasco County, Florida, hereinafter referred to as the Board and ACS Advanced Communication Solutions with its offices located at 3200 LAKE EMERALD, LAKE MARY, FL 32746 hereinafter referred to as The Company.

Witnesseth that:

The Board and The Company do mutually agree as follows:

- 1) This agreement is for experienced NEC PBX programming personnel (hereafter referred to as "programmers") as requested and coordinated from time to time by the Board's representative. This agreement covers the period Jan 9, 2012 to June 30, 2012 or ~~_____ hours, whichever occurs first.~~ *Kdy* These programmers will perform customized programming and support of the District's NEC PBX systems. Such programming includes but is not limited to systems, analysis, training, programming services and/or related activities for and under the management, supervision and direction of the Board's representative.
- 2) **Assignment of Programmers:** The Board shall have the right to interview all prospective programmers who are assigned to it by The Company and to accept or reject them based upon specific or general skills required and the background and experience of each individual programmer recommended by The Company.

The Board shall have direct control over the daily activities of the programmer(s). In the event that any programmer shall fail to adhere to the Board's direction and control or demonstrate that he is not qualified to perform, or disrupts or interferes with the Board's business or employees, The Board shall notify The Company and that programmer shall be removed. The Board shall be the sole judge as to these matters and need not provide any reason for requesting removal of any programmer. In the event that any individual is removed, The Company shall have the right to replace the individual for the remaining term of the assignment. Replacement personnel must be approved by The Board.



The programmer(s) assigned by the Company shall, at all times during assignment to The Board be and remain employees of The Company, and The Company shall be solely responsible for payment of their entire compensation earned in connection with the subject matter of this contract, including employment taxes and expenses and benefits associated with their employment.

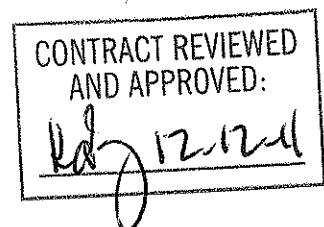
All programmers assigned to work for The Board will be qualified and will perform their jobs in accordance with good professional practice and the state of the art relevant to their work. Programmer's Consultant Form

- 3) **Confidential Information:** Confidential information means all information which is disclosed to The Company including that disclosed to any programmer(s) assigned to The Board, which relates to The Board's past, present or future development and/or business activities. The Company shall hold all such confidential information in trust and confidence for The Board, and agrees that it and its employees will not during the performance or after the termination of this agreement, disclose to any person, firm or corporation, or use for its own business or benefit any information obtained by it while in execution of the terms and conditions of this agreement.

Upon termination or expiration of this agreement, The Company and each of the programmers working for The Board shall return to The Board all written or descriptive materials or any related matter of any type including but not limited to papers or documents which contain any such confidential information.

Any individual programmer assigned to work for The Board under this agreement shall separately sign an agreement to this effect or, in the alternative, separately initial this portion of this agreement so as to call the programmer's attention to the existence of his obligations hereunder.

- 4) **Working Arrangements:** The programmer(s) assigned to this project will perform their work on The Board's premises except when such projects or tasks may, by mutual agreement, be performed off site. The Board will provide working space, computer machine time and any other services or materials which may reasonably be necessary in connection with the performance of the services described herein. However, any alleged failure of The Board to provide such suitable space or computer time must be specifically brought to the Board's attention immediately, or such failure shall be deemed waived.



- 5) **Programming Fees:** The Board will pay The Company a fixed fee in the amount of \$100,925.⁰⁰ for the aforementioned services. The Board will have the right to withhold payment or portions thereof in the event The Company or the programmer(s) fail to perform their obligations in the manner required by this agreement. All travels and other expenses actually incurred in connection with on-the-job services furnished under this agreement are included in the specified hourly/daily rate amount.

The Company will submit invoices to the Board no more than once a month for services incurred during the preceding month. Each invoice will specifically itemize the fees and expenses. The Company agrees to maintain necessary and appropriate records so that these amounts can be audited by The Board if the Board so desires.

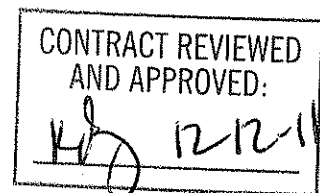
- 6) **Default, Termination, Cancellation:** Default - Should either party by this agreement, be in default, the other party shall cause to be delivered in writing a notice of default. Such notice shall specify the perceived default and identify the remedy sought. The defaulting party shall be given ten (10) working days from receipt of said notice to correct or respond to the notice of default. In the event correction is not made to the mutual satisfaction of both parties, then the agreement may be terminated by ten (10) days written notice.

Failure of either party of this agreement to object to or take affirmative action with respect to any conduct of the other which is in violation of terms thereof, shall be construed as a waiver thereof.

Termination - This agreement may be terminated without cause by either party upon thirty (30) days written notice.

All notices required or permitted within this agreement shall be sent by certified mail or hand delivered.

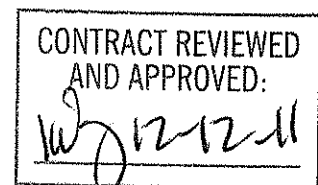
- 7) **Liabilities and Warranties:** The Company shall be liable for damages which result from its own negligent acts or omissions, or the negligent acts or omissions of the programmers it supplies to The Board hereunder. The Company warrants that all work and service hereunder will be performed by qualified personnel consistent with good professional practices and the state of the art applicable to the work being performed. All work is Y2K compatible.



- 8) **Indemnifications:** The Company assumes full and complete responsibilities for all injuries to, or death of, any person including its employees, agents or subcontractors (specifically including the programmers supplied hereunder) and for damages to property, including property of The Board, arising from or associated with the presence of its employees, agents or subcontractors on The Board's premises in connection with the work or services furnished under this agreement. The Company shall indemnify, defend and hold the Board harmless from all claims, losses, and expenses including reasonable attorneys' fees or suits for such injuries or damages whether or not such claims are valid.

The Company shall indemnify, defend and hold the Board harmless from and against any expense or liability that may result by reason of any infringement or claim of infringement of any United States patent, copyright or trademark based upon the use by the Board of the services, programs or materials provided by The Company.

- 9) **Insurance:** File with the Board three copies of certificates of Insurance to cover the following minimums:
- a. Workman's Compensation and Employer Liability in accordance with applicable law.
 - b. Bodily Injury, Liability of adequate amount, at least \$100/\$300,000
 - c. Property Damage Liability of adequate amount, at least \$100,000
 - d. Contingent coverage against subcontractors for B&C liability at site.
 - e. Auto, trucks, hired trucks. Bodily injury at least \$50,000. One accident at least \$100,000. Property Damage Liability at least \$10,000.
- 10) **Equal Employment Opportunity:** The Company shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to the discrimination in the performance of this agreement. Programmer's Consultant Form



II) **Entire Agreement, Severability, Non-Assignment:** The provisions hereof, including any addenda attached hereto and made a part hereof, constitute the entire agreement between the parties. This agreement shall supersede all prior agreement and understandings between the parties and no representations or statements made by any representative of the Board of the Company which are not stated herein shall be binding. There shall be no modification or amendment hereof unless it is in writing and signed by a duly authorized representative of each party.

A finding or any court of competent jurisdiction that any provision of this agreement or part thereof is unenforceable shall not affect the enforceability of the remaining provisions of this agreement.

Failure of either party to enforce rights under this agreement shall not constitute a waiver of such rights.

The Company shall not assign this agreement or any part thereof without the written consent of The Board. In the event of any such agreed upon assignment, The Company shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and guarantee satisfactory performance of the contract by its assignee.

12) **Venue:** This agreement shall be constructed, governed and interpreted pursuant to the laws of the State of Florida, and venue of any actions brought under this agreement shall be in Pasco County, Florida.

13) **Jessica Lunsford Act:** Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

CONTRACT REVIEWED
AND APPROVED:
[Signature] 12-12-11

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective duly authorized representatives as of this day and year first above written.

IN WITNESS WHEREOF, the parties have herunto set their hands the day and year hereafter written:

Date: 12/8/2011
Witness: [Signature] Contractor:
[Signature] Signature:
President Title:

Date: _____ DISTRICT SCHOOL BOARD
OF PASCO COUNTY

Witness: _____ Signature:
_____ Title:

CONTRACT REVIEWED
AND APPROVED:
[Signature] 12-12-11