

**\*\*CONTRACT\*\***

Whereas, the Palm Beach County School Board(PCSB) has need to operate the Florida Department of Education Cost Report software, and

Whereas, Rapid Solutions Group, Inc.(RSG) has the computer system resources in order to generate the Cost Report, ie. RSG's IBM AS/400 (AS/400) computer,

**IT IS AGREED**, between the parties that PCSB shall be allowed Internet access to the AS/400 computer as a service center for the Florida Department of Education Cost Report System under the following conditions:

**I. BASIC SERVICES PROVIDED BY RSG**

- A. RSG shall provide PCSB Internet access to their IBM AS/400 necessary to operate the Florida Department of Education Cost Report software (Cost Report).
  1. Said access shall limited to three (3) users on an PCSB computer with a 5250 emulator.
    - a. The 5250 emulator must allow access to an AS/400 over the Internet and allow the file transfer through File Transfer Protocol (FTP).
- B. RSG shall keep an Internet connection provider agreement in good standing so as to permit PCSB access to the AS/400.
- C. Allow PCSB access to RSG's AS/400 by providing the following items: IP address of RSG's AS/400 and 3 AS/400 user identifications and passwords configured with access to the DOE Cost Report System.
- D. Provide PCSB with ASCII Text record layout for the Cost Report Payroll file.
- E. Provide PCSB with ASCII Text record layout for the Cost Report finance file.
- F. Create libraries on the AS/400 for PCSB Cost Report data and PCSB custom programs.
- G. Provide an executable copy of the Florida Department of Education Cost Report software that is capable of generating PCSB's Cost Report given accurate loading of data and use of software.
- H. Perform nightly backups of PCSB data.
- I. Provide a "technical" help desk. The help desk would be available Monday through Friday (excluding Holidays). The hours of operation will be 9:00 am to 5:00 p.m. The help desk would provide "technical" assistance for the following items: invalid "sign-on" user ids on RSG's AS/400, testing RSG's access to the Internet, and hardware problems on RSG's AS/400.
  1. The help desk would not handle questions about the Cost Report application, printing documents at PCSB from RSG's AS/400, or loading the Cost Report Payroll file.
- J. Maintain RSG's AS/400 and RSG's access to an Internet provider. RSG is not responsible for problems with the Internet, problems with RSG's Internet provider, problems with phone lines , or "Acts of God" which may prevent access to RSG's AS/400 over the Internet.

## II. DUTIES OF PCSB

- A. Install or set up personal computers (PCs) at PCSB to allow up to three (3) PCSB users access to RSG's AS/400. Each user's PC must be set up with a 5250 emulator. The emulator must allow access to an AS/400 over the Internet and allow the PC to transfer files using File Transfer Protocol (FTP). A printer must be set up at the PCSB district office to print from RSG's AS/400. Users must be trained by PCSB to sign-on to RSG's AS/400 using the installed emulator, to use the emulator to transfer files, and to print reports to PCSB's printer. PCSB has elected to handle this step "in house". Assistance provided by RSG in completing this step is billable to PCSB at RSG's current rates further described in this agreement.
- B. Maintain PCSB's PCs, printer, and connection to the Internet, load the Cost Report Payroll File, build an ASCII Text ("flat") file containing payroll data in a record format provided by RSG, and to transfer the file to RSG's AS/400 using FTP.
- C. Maintain copies of all "prior" year records. Prior year Cost Report data will not be loaded to RSG's AS/400.
- D. PCSB will "key" in the Cost Report control records on to RSG's AS/400 using the Cost Report screens. Control records will not be converted from PCSB's current Cost Report system. The control records include school descriptions, FEFP programs, table descriptions, and other such necessary data to operate PCSB's Educational Cost Software Report software. The manual entry will only need to be done the first year, all subsequent years the control records can be rolled forward, unless such software is changed or upgraded by the Florida Department of Education Cost Report.
- E. Run all processes required by the DOE Cost Report system to generate PCSB's Cost Report.
- F. FTP final Cost Report output to DOE.

## III. COSTS

*The following are "variable" charges. The "variable" charges would be those that would vary depending on the amount of assistance and/or resources provided to PCSB by RSG. Except for the system usage charge listed below, all other items are billed at RSG's current rates(as of 07/01/2005) at \$85.00/hour for work performed in places other than at PCSB physical locations (offsite work) and \$850.00 per DAY for work at PCSB physical location with a minimum charge of \$850.00, (on-site work.) Each item will contain an estimated billing by RSG. PCSB shall open a Purchase Order<sup>1</sup> for this estimated amount, however PCSB will only be billed for the hours and or days required to actually complete the items on that purchase order. The amount of the charge will depend on the level of assistance needed by PCSB.*

\$ 9,600.00	12 month basic usage charge, at \$800.00/month, to cover up to 3 users during a month. PCSB specifically understands the usage of RSG's AS/400 must be purchased in increments of months since a daily rate is not available.
\$ 1,700.00	End user support of Cost Report application. The charges cover any resources needed to help PCSB users process the Cost Report. The \$1,700.00 covers 20 hours of off-site support, and will be charged as needed. The amount of charges would depend on the level of service required by PCSB to process Cost Report.
\$ 4,250.00	RSG support and testing of payroll and finance files from PCSB. The \$4,250 covers 50 hours of off-site support for troubleshooting and testing of the payroll and finance files provided by PCSB. We would not expect to repeat this process in the following years, so this can be considered a one time charge. PCSB would only be charged for the actual hours worked, not the entire estimated 50 hours.
<u>\$ 15,550.00</u>	<u>TOTAL</u>

RSG resources are available to provide service beyond the services described above. RSG can provide, at an extra cost, consultation services to help PCSB build the local payroll file needed for cost report processing, set up PCs at PCSB to communicate with RSG's AS/400, set up remote printers at PCSB, help end users with the steps involved in processing the Cost Report, trouble shoot specific user questions regarding the processing of Cost Report, at the rates herein described.

#### **IV. Limitation of Liability**

The maximum liability under the terms and conditions of this contract, of RSG to PCSB, shall not exceed two months basic usage charge.

#### **V. Duration and Termination of this agreement.**

- A. RSG shall consider this agreement terminated at the end of such calendar year in which PCSB fails to use the minimum usage of three calendar months. At that time, RSG shall have no further obligation to PCSB.
- B. RSG may terminate this agreement, any time at the end of the first calendar year, by giving thirty (30) days written notice to PCSB at their physical location. Said notice shall be by certified or registered mail and shall be considered delivered when received or refused by PCSB.
- C. PCSB may terminate this agreement, any time at the end of the first calendar year, by giving thirty (30) days written notice to RSG at their physical location. Said notice shall be by certified or registered mail and shall be considered delivered when received or refused by RSG.

#### **VI. GENERAL PROVISIONS**

- A. Jurisdiction and venue of this agreement shall lie in Palm Beach County, Florida.
- B. Each party shall have the right to enforce any terms of this Agreement as well as any other remedies at equity or at law, subject to the provisions of Section IV-Limitation of Liability, and the prevailing party shall be entitled to costs and reasonable attorney fees in the enforcement of this Agreement.
- C. This agreement constitutes the entire agreement and understanding between the parties.
- D. The parties agree that they have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- E. The signatures below are entered on behalf of PCSB and RSG, by the powers duly vested in the signatories and shall act as the word and deed of PCSB and RSG.

Date: \_\_\_\_\_

Rapid Solutions Group, Inc.

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

School Board of Palm Beach County

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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Approved As To Form  
And Legal Sufficiency

*Chai Wu* 8/2/07

Local Payroll file for Cost Report System:

The record length is 116 characters.

All numeric fields should be zero filled.

The file should ONLY populated with instructional jobs.

Note: Cobol conventions are used describe field attributes.

X = Alphanumeric

9 = Numeric

Field	Attributes	Notes
District	XX	Number assigned to district from DOE
Fiscal Year	99	Format: YY ex. 2005 - 2006 fiscal year would be 06.
Employee ID	X(09)	Employee SSN
Job ID	X(02)	This field corresponds to the job id used to build your SATSY Records. See the A07. Work File Conversion to SATSY screen.
Last	X(17)	Employee Last Name
First	X(12)	Employee First Name
MI	X(01)	Employee Middle Initial
Fund 1	X(01)	Valid funds 1 = General, 4 = Special
Fund 2	X(01)	Valid funds 1 = General, 4 = Special Load with spaces if not being used.
Fund 3	X(01)	Valid funds 1 = General, 4 = Special Load with spaces if not being used.
Table 1	X(05)	Attribution tables as established by users in Cost Report system
Table 2	X(05)	Attribution tables as established by users in Cost Report system
Table 3	X(05)	Attribution tables as established by users in Cost Report system
Percent 1	9.99	% of salary attributed to Fund 1/Table 1
Percent 2	9.99	% of salary attributed to Fund 2/Table 2 Load with zeros if not being used.
Percent 3	9.99	% of salary attributed to Fund 3/Table 3 Load with zeros if not being used.
Salary	9(06)	Total salary for the employee and job
Hourly Rate	9999.99999	Hourly Rate, if the employee is salary the hourly rate would be zero.
Survey 1	999	# of days the employee worked in Survey 1
Survey 2	999	# of days the employee worked in Survey 2
Survey 3	999	# of days the employee worked in Survey 3
Survey 4	999	# of days the employee worked in Survey 4

Filler	X(05)	
School	X(04)	Primary school of assignment. This gets used by EW013 Payroll to SATSY comparison program if a teacher has no student records assigned.
Hours Worked	999999.99	This can be loaded with zeros. It is not used at this time.

Local Finance Expense file for Cost Report System:

The record length is 80 characters.

All numeric fields should be zero filled.

The file should ONLY populated with expense accounts. This means the file should not be loaded with Revenue or Balance sheet (Cash, Liability, etc.) accounts.

Note: Cobol conventions are used describe field attributes.

X = Alphanumeric

9 = Numeric

Field	Attributes	Notes
District	XX	Number assigned to district from DOE
Fiscal Year	99	Format: YY ex. 2005 - 2006 fiscal year would be 06.
Employee ID	X(09)	Employee SSN
Job ID	X(02)	This field corresponds to the job id used to build your SATSY Records. See the A07. Work File Conversion to SATSY screen.
DIM1	X(07)	Account strip element #1
DIM2	X(07)	Account strip element #2
DIM3	X(07)	Account strip element #3
DIM4	X(07)	Account strip element #4
DIM5	X(07)	Account strip element #5
DIM6	X(07)	Account strip element #6
DIM7	X(07)	Account strip element #7
Expense	999999999.99-	Total expense for the year ended in Survey 4
Filler	X(12)	

\*Note: District must provide RSG with a key to the dimension #s. For example:  
Dim1 = Fund, Dim2 = Function, Dim3 = Object, etc.