



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

MEETING DATE	Feb 18 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

ITEM No.:
EE-8.

TITLE:
Direct Negotiations Recommendation of \$500,000 or Less - 55-069E - District Website Services

REQUESTED ACTION:
Approve the Direct Negotiations Agreement with School Website Solution, LLC. Contract Term: March 1, 2015, through February 28, 2018, 3 Years; User Department: Various; Award Amount: \$161,460; Vendor(s) Awarded: School Website Solutions, LLC; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
This request is to approve the direct negotiation agreement with School Website Solutions, LLC (SWS) for District website services. School websites are essential to the District's communication and learning environment. The District's websites offer students, parents, and the community a portal to pertinent information about school activities, programs, and resources. The District had no standard methodology of branding, supporting, or maintaining school websites. On a voluntary basis, schools and administrative offices chose to use the free SWS system and currently have functioning websites.
See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction **Goal 2: Continuous Improvement** **Goal 3: Effective Communication**

FINANCIAL IMPACT:
The financial impact to the District will be \$161,460 for a three-year contract period. Budgeted funds will come from the Information & Technology General Fund.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Agreement (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluation

BOARD ACTION:
APPROVED AS AMENDED
See Attached Amendment
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Ed Hinline	Phone: 754-321-0288
Name: Ruby Crenshaw	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
Tue Feb 10 12:23:28 2015

Approved In Open Board Meeting On: **FEB 18 2015**

By: *Donna Jean*
School Board Chair

CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

The systematic approach to web content management provided by the School Website Solutions (SWS) system is easy to use and does not require School Board personnel to have prior programming skills or website management knowledge. SWS allows use of the system's templates that provide the District with the ability to coordinate the look and feel process for participating schools and administrative offices. The websites provide a level of standardization across websites with school banners, tabs, and general school information.

SWS is successfully being utilized by:

Elementary Schools	114
Middle Schools	27
High Schools	15
Centers	12
Departments	2
Board Member Offices	<u>8</u>
Total	178

The first District site using SWS was developed and released in 2010. Since that time, the District has been able to provide valuable site-based information to our stakeholders. The website templates allow schools to publish information (e.g., school events and accomplishments), upcoming calendar events for clubs and sports, class notes, polls, school event photos, and project displays. District-wide emergency information (e.g., hurricanes and lockdowns) are automatically populated on each site's homepage through Really Simple Syndication feeds. Additionally, the templates offer a language translator and a link to the District's Online School Payments.

On March 1, 2015, the District's agreement with SWS will expire. Originally, SWS provided the system's templates free of charge with the plan to use advertising on the websites to subsidize the company's cost, as a result a fee-for-service is needed. The District's three-year plan is to migrate schools of the SWS's template and enroll them into the Information & Technology website content management system. This plan will allow the contract value needed to decrease on a monthly basis and provide a reduction in cost for website's services as schools are connected to content management system. The conversion execution for integration to content management system is estimated to be 15 schools per month. The current cost for website's services is \$25/month (without teacher websites), and \$30/month (with teacher websites) for each site.

The original system deliverables include a website template, training, and ongoing support. The recommendation is to approve continued utilization of SWS's website services for the 178 schools and department locations. The Technology Advisory Committee reviewed the Internet Advertising and Web Development contract on February 9, 2015.

EE-8 Amendment – February 18, 2015 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rich Levinson and carried, to amend Article 2 – Special Conditions, 2.01 Term of Agreement, to reduce the three (3) year contract to an 18 months contract.

... Agreement shall commence on March 1, 2015 and conclude on ~~February 28, 2018~~ August 31, 2016. (9-0 vote)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

Telephone: (754) 321-2600

Facsimile: (754) 321-2701

February 12, 2015

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *RWR*
Superintendent of Schools

SUBJECT: **EE-8, DIRECT NEGOTIATIONS RECOMMENDATION OF \$500,000
OR LESS, 55-069E – DISTRICT WEBSITE SERVICES, FOR THE
FEBRUARY 18, 2015, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for agenda item EE-8, Direct Negotiations Recommendation of \$500,000 or Less, District Website Services for the February 18, 2015, Regular School Board Meeting.

The exhibit number three, Recommendation Tabulation, was replaced.

RWR/MLW/RC:ol
Attachment

cc: Senior Leadership Team
Noemi Gutierrez, Supervisor, Official School Board Records

CONTRACT AGREEMENT 55-069E –District Website Services

THIS AGREEMENT is made and entered into as of this 18th day of February, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCHOOL WEBSITE SOLUTIONS, LLC
(hereinafter referred to as “SWS”),
whose principal place of business is
1017 NW 123rd Drive, Coral Springs, FL. 33071.

WHEREAS, *School Website Solutions currently provides websites for schools, teachers and board members in SBBC; and*

WHEREAS, *SBBC wishes to continue utilizing these websites developed by School website solutions until such time as SBBC can move all participants as defined on Exhibit A onto another system.*

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on March 1, 2015 and conclude on August 31, 2016.

2.02 Service Description

1. Services include, but are not limited to the SWS Software, all proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, program documentation and other tangible or intangible material or information) made available to SBBC (Services”).
2. These Services will only be hosted on SBBC’s servers.
3. SWS will provide customer support by email, phone, or internet to site webmasters or specified SBBC employees.
4. Services is provided as a subscription and the subscription fees are due monthly for the defined term of this Agreement. Please see **Exhibit B** for fee breakdown schedule.

2.03 Payment Terms

1. All fees are billed as per **Exhibit B** attached hereto 30 days in advance of payment due date. SWS to invoice SBBC via email monthly. Payment is due within 30 days of invoice. Payment to be received via check or wire.
2. If a purchase order is required, it is the responsibility of SBBC to furnish SWS with purchase order in the required time for invoice to be processed without delay.

2.04 Rights Granted

1. Upon (i) either payment of the subscription fees, (ii) SBBC using services, (iii) or initiation of accepted Term of Agreement and for the duration of the term defined in **Section 2.01**, SWS grants to SBBC non-exclusive, non-assignable, limited right to use the services solely for SBBC’s teacher and school websites and are subject to the terms of this Agreement.
2. Upon the end of the Agreement or termination of services defined herein, SBBC’s right to access or use the Services shall terminate.

2.05 Ownership and Restrictions

1. SBBC retains all ownership and intellectual property rights in and to its data.
2. SWS retains all ownership and intellectual property rights to anything developed and delivered under the Agreement.
3. SBBC may not;
 - a. Make the programs or materials resulting from the services available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted);
 - b. Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is

not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to SWS;

- c. License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the services or materials available, to any third party other than as expressly permitted under the terms of this agreement.
- d. Use Services for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred, or harm, (iv) constitute an infringement of intellectual property or other proprietary rights, or (v) otherwise violate applicable laws, ordinances, or regulations;
- e. Create additional websites without the express consent of SWS;
- f. Place or sell advertising on sites or use sites to generate revenue or
- g. Prohibit SWS from accessing server.

2.06 **Inspector General Audits.** SWS shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To SWS: Debora Popkin
School Website Solutions
1017 NW 123rd Drive
Coral Springs, FL. 33071

2.08 **Background Screening:** SWS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required

by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SWS or its personnel providing any services under the conditions described in the previous sentence. SWS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SWS and its personnel. The parties agree that the failure of SWS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SWS agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from SWS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 Insurance Requirement:

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following: {Awardee Name} does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. . The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement No. is: All liability policies are primary of all other valid

and collectable coverage maintained by the School Board of Broward County, Florida. (Please include the Contract No. and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301).

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's

property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain

its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, such as indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting

requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/09/15
Office of the General Counsel

FOR School Website Solutions, LLC

(Corporate Seal)

School Website Solutions, LLC

ATTEST:

By [Signature]

_____, Secretary

-or- Caree McQueen

Witness

Olivia Padgett

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4th day of February, 2015 by Deborah Popkin of _____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires: 6-19-16

[Signature]
Signature - Notary Public
Christopher Butler
Printed Name of Notary
EE 209664



Notary's Commission No.

Exhibit A

School	Level/Type	Monthly Costs/Site			Annual Costs/Site
		Monthly	Teacher Site	Total	
Atlantic West Elementary	Elementary	\$25.00		\$25.00	\$300.00
Banyan Elementary	Elementary	\$25.00		\$25.00	\$300.00
Bennett Elementary	Elementary	\$25.00		\$25.00	\$300.00
Bethune, Mary M. Elementary	Elementary	\$25.00		\$25.00	\$300.00
Broadview Elementary	Elementary	\$25.00		\$25.00	\$300.00
Broward Estates Elementary	Elementary	\$25.00		\$25.00	\$300.00
Castle Hill Elementary	Elementary	\$25.00		\$25.00	\$300.00
Central Park Elementary	Elementary	\$25.00		\$25.00	\$300.00
Challenger Elementary	Elementary	\$25.00		\$25.00	\$300.00
Chapel Trail Elementary	Elementary	\$25.00		\$25.00	\$300.00
Coconut Creek Elementary	Elementary	\$25.00		\$25.00	\$300.00
Coconut Palm Elementary	Elementary	\$25.00		\$25.00	\$300.00
Colbert Elementary	Elementary	\$25.00		\$25.00	\$300.00
Collins Elementary	Elementary	\$25.00		\$25.00	\$300.00
Cooper City Elementary	Elementary	\$25.00		\$25.00	\$300.00
Coral Cove Elementary	Elementary	\$25.00		\$25.00	\$300.00
Coral Park Elementary	Elementary	\$25.00		\$25.00	\$300.00
Coral Springs Elementary	Elementary	\$25.00		\$25.00	\$300.00
Country Hills Elementary	Elementary	\$25.00		\$25.00	\$300.00
Cresthaven Elementary	Elementary	\$25.00		\$25.00	\$300.00
Croissant Park Elementary	Elementary	\$25.00		\$25.00	\$300.00
Cypress Elementary	Elementary	\$25.00		\$25.00	\$300.00
Dania Elementary	Elementary	\$25.00		\$25.00	\$300.00
Davie Elementary	Elementary	\$25.00		\$25.00	\$300.00
Deerfield Beach Elementary	Elementary	\$25.00		\$25.00	\$300.00
Deerfield Park Elementary	Elementary	\$25.00		\$25.00	\$300.00
Dillard Elementary	Elementary	\$25.00		\$25.00	\$300.00
Dolphin Bay Elementary	Elementary	\$25.00		\$25.00	\$300.00
Eagle Point Elementary	Elementary	\$25.00		\$25.00	\$300.00
Eagle Ridge Elementary	Elementary	\$25.00		\$25.00	\$300.00

Exhibit A

School	Level/Type	Monthly Costs/Site			Annual Costs/Site	
		Monthly	Teacher Site	Total	Total	Total
Embassy Creek Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Endeavour Primary Learning	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Everglades Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Fairway Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Fleming Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Florinada Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Forest Hills Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Foster, Stephen Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Fox Trail Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Gator Run Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Griffin Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Hallandale Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Hawkes Bluff Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Hollywood Central Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Hollywood Hills Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Hollywood Park Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Horizon Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Hunt Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Indian Trace Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
King, Martin Luther Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Lake Forest Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Lakeside Elementary	Elementary	\$25.00	\$5.00	\$30.00	\$360.00	\$360.00
Larkdale Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Lauderhill Paul Turner Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Liberty Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Lloyd Estates Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Maplewood Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Marshall, Thurgood Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
McNab Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00
Meadowbrook Elementary	Elementary	\$25.00		\$25.00	\$300.00	\$300.00

Exhibit A

School	Level/Type	Monthly Costs/Site			Annual Costs/Site	
		Monthly	Teacher Site	Total	Total	Total
Miramar Elementary	Elementary	\$25.00		\$25.00		\$300.00
Mirror Lake Elementary	Elementary	\$25.00		\$25.00		\$300.00
Morrow Elementary	Elementary	\$25.00		\$25.00		\$300.00
Nob Hill Elementary	Elementary	\$25.00		\$25.00		\$300.00
Norcrest Elementary	Elementary	\$25.00		\$25.00		\$300.00
North Andrews Gardens Elementary	Elementary	\$25.00		\$25.00		\$300.00
North Lauderdale Elementary	Elementary	\$25.00		\$25.00		\$300.00
North Side Elementary	Elementary	\$25.00		\$25.00		\$300.00
Nova Blanche Forman Elementary	Elementary	\$25.00	\$5.00	\$30.00		\$360.00
Nova Dwight D. Eisenhower Elementary	Elementary	\$25.00		\$25.00		\$300.00
Oakland Park Elementary	Elementary	\$25.00		\$25.00		\$300.00
Oakridge Elementary	Elementary	\$25.00		\$25.00		\$300.00
Orange Brook Elementary	Elementary	\$25.00		\$25.00		\$300.00
Oriole Elementary	Elementary	\$25.00		\$25.00		\$300.00
Palm Cove Elementary	Elementary	\$25.00		\$25.00		\$300.00
Palmview Elementary	Elementary	\$25.00		\$25.00		\$300.00
Park Lakes Elementary	Elementary	\$25.00		\$25.00		\$300.00
Park Ridge Elementary	Elementary	\$25.00		\$25.00		\$300.00
Park Springs Elementary	Elementary	\$25.00		\$25.00		\$300.00
Park Trails Elementary	Elementary	\$25.00		\$25.00		\$300.00
Parkside Elementary	Elementary	\$25.00		\$25.00		\$300.00
Pembroke Lakes Elementary	Elementary	\$25.00		\$25.00		\$300.00
Perry, Annabel C. Elementary	Elementary	\$25.00		\$25.00		\$300.00
Peters Elementary	Elementary	\$25.00		\$25.00		\$300.00
Pines Lakes Elementary	Elementary	\$25.00		\$25.00		\$300.00
Pinewood Elementary	Elementary	\$25.00		\$25.00		\$300.00
Plantation Park Elementary	Elementary	\$25.00		\$25.00		\$300.00
Pompano Beach Elementary	Elementary	\$25.00		\$25.00		\$300.00
Quiet Waters Elementary	Elementary	\$25.00		\$25.00		\$300.00
Ramblewood Elementary	Elementary	\$25.00		\$25.00		\$300.00

Exhibit A

School	Level/Type	Monthly Costs/Site			Annual Costs/Site
		Monthly	Teacher Site	Total	
Riverglades Elementary	Elementary	\$25.00		\$25.00	\$300.00
Riverland Elementary	Elementary	\$25.00		\$25.00	\$300.00
Riverside Elementary	Elementary	\$25.00		\$25.00	\$300.00
Rock Island Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sandpiper Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sawgrass Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sea Castle Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sheridan Hills Elementary	Elementary	\$25.00		\$25.00	\$300.00
Silver Lakes Elementary	Elementary	\$25.00		\$25.00	\$300.00
Silver Shores Elementary	Elementary	\$25.00		\$25.00	\$300.00
Stirling Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sunland Park Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sunset Lakes Elementary	Elementary	\$25.00		\$25.00	\$300.00
Sunshine Elementary	Elementary	\$25.00		\$25.00	\$300.00
Tedder Elementary	Elementary	\$25.00		\$25.00	\$300.00
Tradewinds Elementary	Elementary	\$25.00		\$25.00	\$300.00
Village Elementary	Elementary	\$25.00		\$25.00	\$300.00
Walker Elementary	Elementary	\$25.00		\$25.00	\$300.00
Watkins Elementary	Elementary	\$25.00		\$25.00	\$300.00
Welleby Elementary	Elementary	\$25.00		\$25.00	\$300.00
West Hollywood Elementary	Elementary	\$25.00		\$25.00	\$300.00
Westwood Heights Elementary	Elementary	\$25.00		\$25.00	\$300.00
Winston Park Elementary	Elementary	\$25.00		\$25.00	\$300.00
Young, Virginia Shuman Elementary	Elementary	\$25.00		\$25.00	\$300.00
Apollo Middle	Middle	\$25.00		\$25.00	\$300.00
Bair Middle	Middle	\$25.00		\$25.00	\$300.00
Coral Springs Middle	Middle	\$25.00		\$25.00	\$300.00
Crystal Lake Middle	Middle	\$25.00	\$5.00	\$30.00	\$360.00
Dandy, William Middle	Middle	\$25.00		\$25.00	\$300.00
Forest Glen Middle	Middle	\$25.00		\$25.00	\$300.00

Exhibit A

School	Level/Type	Monthly Costs/Site			Annual Costs/Site
		Monthly	Teacher Site	Total	
Glades Middle	Middle	\$25.00	\$5.00	\$30.00	\$360.00
Lauderdale Lakes Middle	Middle	\$25.00		\$25.00	\$300.00
Lauderhill Middle	6-12	\$25.00		\$25.00	\$300.00
Lyons Creek Middle	Middle	\$25.00		\$25.00	\$300.00
Margate Middle	Middle	\$25.00		\$25.00	\$300.00
New Renaissance Middle	Middle	\$25.00		\$25.00	\$300.00
New River Middle	Middle	\$25.00		\$25.00	\$300.00
Nova Middle	Middle	\$25.00		\$25.00	\$300.00
Olsen Middle	Middle	\$25.00		\$25.00	\$300.00
Pines Middle	Middle	\$25.00		\$25.00	\$300.00
Plantation Middle	Middle	\$25.00		\$25.00	\$300.00
Pompano Beach Middle	Middle	\$25.00		\$25.00	\$300.00
Ramblewood Middle	Middle	\$25.00		\$25.00	\$300.00
Rickards, James S. Middle	Middle	\$25.00		\$25.00	\$300.00
Silver Lakes Middle	Middle	\$25.00		\$25.00	\$300.00
Silver Trail Middle	Middle	\$25.00	\$5.00	\$30.00	\$360.00
Sunrise Middle	Middle	\$25.00		\$25.00	\$300.00
Tequesta Trace Middle	Middle	\$25.00		\$25.00	\$300.00
Westglades Middle	Middle	\$25.00		\$25.00	\$300.00
Westpine Middle	Middle	\$25.00		\$25.00	\$300.00
Young, Walter C. Middle	Middle	\$25.00		\$25.00	\$300.00
Anderson, Boyd High	High	\$25.00		\$25.00	\$300.00
Blanche Ely High	High	\$25.00		\$25.00	\$300.00
Coconut Creek High	High	\$25.00		\$25.00	\$300.00
College Academy @ BCC Central High	High	\$25.00		\$25.00	\$300.00
Coral Springs High	High	\$25.00		\$25.00	\$300.00
Hallandale High	High	\$25.00		\$25.00	\$300.00
Hollywood Hills High	High	\$25.00		\$25.00	\$300.00
McArthur High	High	\$25.00		\$25.00	\$300.00
Miramar High	High	\$25.00		\$25.00	\$300.00

Exhibit A

School	Level/Type	Monthly Costs/Site			Annual Costs/Site
		Monthly	Teacher Site	Total	
Northeast High	High	\$25.00		\$25.00	\$300.00
Piper High	High	\$25.00		\$25.00	\$300.00
Plantation High	High	\$25.00		\$25.00	\$300.00
Stoneman Douglas High	High	\$25.00	\$5.00	\$30.00	\$360.00
Stranahan High	High	\$25.00		\$25.00	\$300.00
Taravella, J. P. High	High	\$25.00		\$25.00	\$300.00
Bright Horizons Center	Center	\$25.00		\$25.00	\$300.00
Charles Drew Resource Center	Center	\$25.00		\$25.00	\$300.00
Cross Creek School	Center	\$25.00		\$25.00	\$300.00
Cypress Run Education Center	Center	\$25.00		\$25.00	\$300.00
Dave Thomas Education Center	Center	\$25.00		\$25.00	\$300.00
Lanier-James Education Center	Center	\$25.00		\$25.00	\$300.00
Pine Ridge Education Center	Center	\$25.00		\$25.00	\$300.00
Seagull School	Center	\$25.00	\$5.00	\$30.00	\$360.00
Sheridan Technical Center	Center	\$25.00		\$25.00	\$300.00
The Quest Center	Center	\$25.00		\$25.00	\$300.00
Whiddon-Rogers Education Center	Center	\$25.00		\$25.00	\$300.00
Whispering Pines Center	Center	\$25.00		\$25.00	\$300.00
ESOL	Department	\$25.00		\$25.00	\$300.00
Pre-K - 2	Department	\$25.00		\$25.00	\$300.00
Board Member (Robin Bartleman)	District	\$25.00		\$25.00	\$300.00
Board Member (Heather Brinkworth)	District	\$25.00		\$25.00	\$300.00
Board Member (Patricia Good)	District	\$25.00		\$25.00	\$300.00
Board Member (Donna Korn)	District	\$25.00		\$25.00	\$300.00
Board Member (Abby Freedman)	District	\$25.00		\$25.00	\$300.00
Board Member(Laurie Rich Levinson)	District	\$25.00		\$25.00	\$300.00
Board Member (Ann Murray)	District	\$25.00		\$25.00	\$300.00
Board Member (Dr. Rosalind Osgood)	District	\$25.00		\$25.00	\$300.00
Total cost for all sites				\$4,798.00	\$53,820.00

Exhibit B - Pricing

Description	# of Websites	Cost/Per Month	Cost/Per Year/Site	Total Potential Annual Cost
Schools				
Without Teacher Sites	161	\$25.00	\$300.00	\$48,300.00
With Teacher Sites	7	\$30.00	\$360.00	\$2,520.00
Departments				
ESOL	1	\$25.00	\$300.00	\$300.00
PreK-2	1	\$25.00	\$300.00	\$300.00
School Board Members	8	\$25.00	\$300.00	\$2,400.00
	178			\$53,820.00

The School Board of Broward County, Florida
Procurement & Warehousing Services

Agreement No: <u>55-069E</u>	Board Meeting: <u>FEBRUARY 18, 2015</u>
Description: <u>DISTRICT WEBSITE SERVICES</u>	Notified: <u>N/A</u> Downloaded: <u>N/A</u>
	Proposals Rec'd: <u>N/A</u> No Bids: <u>N/A</u>
For: <u>INFORMATION & TECHNOLOGY</u> (School/Department)	Opening Date: <u>N/A</u>
Fund: <u>DEPARTMENT OPERATING BUDGET</u>	Advertised Date: <u>N/A</u>
	Award Amount: <u>\$ 161,460</u>

RECOMMENDATION/TABULATION

AWARDED VENDOR: SCHOOL WEBSITE SOLUTIONS LLC.

RECOMMENDED AWARD BE MADE TO ABOVE PROPOSERS PER TERMS AND CONDITIONS OF THE AGREEMENT.

CONTRACT PERIOD: MARCH 1, 2015 THROUGH FEBRUARY 28, 2018.

By:  _____ Date: 2/12/2015
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

FINANCIAL ANALYSIS WORKSHEET

Buyer/PA: James Williams	Preparation Date: February 3, 2015
Bid Number: 55-069E	
Bid Title: District Website Services	
Award Amount: \$161,460	
<p>CURRENT BID #: 10-028N</p> <p>Award Period: 2/17/2010 – 2/28/2015</p> <p>Original Award Amount: N/A</p> <p>SAP REPORT:</p> <p style="padding-left: 40px;">Report Date: N/A</p> <p style="padding-left: 40px;">Amount of Purchase Orders: N/A</p> <p style="padding-left: 40px;">Invoiced-to-Date Amount: N/A</p> <p style="padding-left: 40px;">Average Monthly Expenditure: N/A</p>	
AWARDED VENDOR	
School Website Solutions, LLC	N/A

