



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	May 3 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:
EE-5.

Time

Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
Recommendation of \$500,000 or Greater - 56-095E - Ellevation Software System

REQUESTED ACTION:
Approve the recommendation to award the above contract. Contract Term: May 4, 2016, through June 30, 2017, 1 Year; User Department: Bilingual/ESOL; Award Amount: \$580,000; Awarded Vendor(s): Ellevation, LLC; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
Pursuant to Florida's Department of Education Rule 6A -1.012 (11B and 14), and School Board Policy 3320, Section II, H, which authorizes the purchase of educational services and any type of copyrighted materials, instructional materials, and computer software without competitive solicitations. This request is to purchase software and services to enhance instruction and ensure monitoring of state and Title III requirements. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
<input checked="" type="radio"/> Goal 1: High Quality Instruction <input type="radio"/> Goal 2: Continuous Improvement <input type="radio"/> Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$580,000. The funding source will come from Title II (\$112,000); Title III Part A Grant (\$220,000); and Information & Technology operating budget (\$248,000). The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Agreement (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluation - 7

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Vicky Saldala	Phone: 754-321-2589
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **MAY - 3 2016**
 By: *Rosalind Orjuel*
 School Board Chair

Signature
Maurice Woods
Tuesday, April 26, 2016 6:35:26 PM

CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

This request is for the Bilingual/ESOL department to purchase subscriptions to Ellevation, which meets the instructional, communication, and reporting needs of the ESOL program. The Ellevation platform assist administrators and teachers in the following categories:

1. To increase the use of Ellevation to conduct critical ESOL meetings, and helps ESOL administrators make timely program decisions related to instruction and program placement.
2. Help administrators and teachers look at Ellevation specific data at the District and school level, and analyze demographic information, English Language Program assessment performance, and services.
3. Ensure compliance with state and Title III requirements.

This subscription offers three types of specific items; Ellevation Platform, which meets the instructional, communication, and reporting needs of students. The second component is Ellevation InClass, which provides classroom educators with tools to identify their English Language Learners (ELL) students, learn about their language acquisition needs, and collaborate with all stakeholders to ensure instructional success. Ellevation InClass, offers educators an online individualized learning plan for each student aligned to Assessing Communication and Comprehension in English State-to-State for English Language Learners (ACCESS 2.0 for ELLs) and WIDA (World-class Instructional Design and Assessment). The third component is Ellevation Instructional Strategies, which is a library of strategies and activities specifically for language acquisition and helping ELLs access classroom content. The Broward County Public Schools has expanded utilization of the software by having unlimited subscriptions for the Ellevation Platform at all schools in the District and unlimited subscriptions for Ellevation InClass and Ellevation Instructional Strategies in a subset of schools, identified by the Bilingual/ESOL department.

The Bilingual/ESOL department’s request of \$580,000 is over the estimated spend forecasted amount of \$307,000 due to the fact that the department is requesting additional teaching strategies, new platform software, and training for over seven hundred (700) educators. This item is being purchased on an annual basis because the funding source is grant related.

Please see cost analysis chart below for items requested for a one (1) year period.

Products	Serving # of English Language Learners (ELLs)	Price per ELL	Total Annual Cost
InClass + Instructional Strategies	10,000	\$22	\$220,000
Platform	31,000	\$8	\$248,000
Training	10,000 (Schools with all 3 products)	\$7	\$70,000
Training	21,000 (Platform only schools)	\$2	\$42,000
Total	31,000		\$580,000

AGREEMENT

THIS AGREEMENT is made and entered into as of this 3rd day of May, 2016, 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

ELLEVIATION, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
77 Summer Street, 7th Floor
Boston, MA 02110

WHEREAS, pursuant to SBBC Policy 3320, Section II, H, and the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is waived as for the SBBC's purchase of copyrighted materials, instructional materials, and computer software;

WHEREAS, SBBC desires to obtain subscriptions of certain computer software and training and post-training implementation support from the VENDOR; and

WHEREAS, the VENDOR is willing to provide SBBC with Ellevation computer software subscriptions and all support and training support.

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 May 4, 2016 and conclude on June 30, 2017.

2.02 **Services Performed:** VENDOR shall provide SBBC with a software subscription, software updates, maintenance, training and other support as identified in the Ellevation Pricing for Broward County Public Schools, which is attached hereto as **Attachment A** and incorporated herein by reference.

2.03 **Cost of Services.** SBBC shall pay vendor for unlimited software subscriptions for the Ellevation Platform, unlimited software subscriptions for both Ellevation In-Class and Ellevation Instructional Strategies for a subset of schools identified in **Attachment A**, which includes Ellevation's full scope of work, products, and price, which is attached and incorporated herein.

2.04 **Billing Instructions and Payment:** For a one-year subscription SBBC, shall pay VENDOR \$580,000 in three (3) installment payments as specifically stated herein. SBBC shall pay the first installment \$220,000, upon approval by the SBBC of this Agreement and net 30 days from receipt of invoice from VENDOR. On July 1, 2016, VENDOR shall submit a proper and appropriate invoice to SBBC for \$248,000, and upon SBBC's approval of said invoice and SBBC's approval of work performed to date, SBBC shall pay net 30 days from receipt of VENDOR's invoice. On October 15, 2016, VENDOR shall submit a proper and appropriate invoice to SBBC for \$112,000, and upon SBBC's approval of said invoice and SBBC's approval of work performed to date, SBBC shall pay net 30 days from receipt of VENDOR's invoice. Please see **Attachment A** for further details concerning pricing schedule.

2.05 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR'S Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR'S Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR'S Records Defined.** For the purposes of this Agreement, the term VENDOR'S Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including

proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *VENDOR'S* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *VENDOR* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *VENDOR* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *VENDOR'S* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *VENDOR* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *VENDOR'S* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *VENDOR* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *VENDOR*. If the audit discloses billings or charges to which *VENDOR* is not contractually entitled, *VENDOR* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *VENDOR* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *VENDOR* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *VENDOR* pursuant to this Agreement and such excluded costs shall become the liability of *VENDOR*.

(h) Inspector General Audits. *VENDOR* 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.

2.06 **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

With a Copy to: *Victoria Saldala, Director*
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To *VENDOR*: *Jordan Meranus*
CEO and Co-Founder
Ellevation, LLC
77 Summer Street, 7th Floor
Boston, MA 02110

2.07 **Background Screening.** *VENDOR* 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 *VENDOR* or its personnel providing any services under the conditions described in the previous sentence. *VENDOR* 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 *VENDOR* and its personnel. The parties agree that the failure of *VENDOR* 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. *VENDOR* 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 *VENDOR*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

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.

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, state and laws, SBBC Policies, 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 or 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.** Attachment A 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 affect 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 expresses 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, 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. **Liability.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

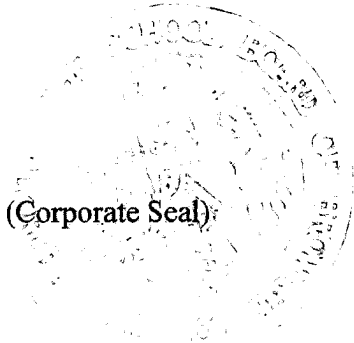
B. By *VENDOR*: *VENDOR* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *VENDOR*, its agents, servants or employees; the equipment of *VENDOR*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *VENDOR* or the negligence of *VENDOR's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *VENDOR*, SBBC or otherwise.

3.27 **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.

THIS SPACE INTENTIONALLY LEFT BLANK



(Corporate Seal)

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Rosalind Osgood*
DR. ROSALIND OSGOOD, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County,
Florida, ou=Office of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Reason: Ellevation, LLC - computer software, training, and post-training
support
Location: N/A
Date: 2016.04.25 07:24:22 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ELLEVATION, LLC

ATTEST:

By [Signature]

_____, Secretary

-or-
[Signature]
Witness

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 Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 23 day of April, 20 16 by Edward C. Rice of Ellevation, LLC on behalf of the corporation/agency.

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

My Commission Expires: 9-18-18

[Signature]
Signature - Notary Public

Socorro T. Padilla
Printed Name of Notary

(SEAL)

808218
Notary's Commission No.





2016-2017 School Year: Description of Required Services

Building on the strong interest of the Broward ESOL team and school-based educators across the district, BCPS and Ellevation will work together to extend the Ellevation platform to classroom teachers. By extending the benefits of Ellevation into the classroom, BCPS will significantly increase district capacity to personalize instruction for ELLs. The 2016-2017 rollout includes:

1. **Ellevation Platform:** BCPS educators will continue to use the Platform to meet important instructional, communication, and reporting needs. Specifically, educators will use the Platform to conduct all Reevaluation Meetings in the Meeting Center, generate all ELL Plans and Title III Parent Letters, record state testing accommodations, use export templates and more.
2. **Ellevation InClass:** BCPS classroom teachers will use Ellevation InClass to gain a greater understanding of the ELLs they serve, including their proficiency levels, accommodations and more, collaborate more easily with the team of educators working with individual ELLs, and access Instructional Strategies curated for ELLs and tied to the language proficiency levels of *their* students.
3. **Ellevation Instructional Strategies:** All users of Ellevation in the selected 100 schools will have access to Instructional Strategies, a curated library of strategies and activities specifically for language acquisition and helping ELLs access classroom content. Educators will be able to use, share, and save useful activities as they increase their capacity to best serve ELLs.

Broader implementation of Ellevation will help increase educator capacity to meet the needs of BCPS's large and diverse ELL population. Doing so will help BCPS make progress on a variety of other district priorities and goals, including:

1. Implementation of best practices, including adoption of WIDA standards, CAN DO Descriptors, and Model Performance Indicators;
2. Use of data to accelerate literacy acquisition in grades K-3;
3. Focusing on and supporting the approximately 4,000 students that enter their senior year having not met the FSA standard necessary for graduation;
4. Contribute to BCPS goal of ensuring teachers can personalize instruction.

2. District Investment

Ellevation prices the suite of products on a per/ELL basis. The following chart summarizes pricing for each product as well as training, consultation, and on-going support. Specifically, the chart reflects:

- Unlimited subscriptions for the *Ellevation Platform* at all schools in the district.



ATTACHMENT A

- Unlimited subscriptions for *Ellevation InClass* and *Ellevation Instructional Strategies* in a subset of schools, identified by the ESOL department in collaboration with other departments and the office of the Chief Academic Officer, that together serve approximately 10,000 ELLs.

July 1, 2016 - June 30, 2017 Cost Summary

Products	Serving # of English Learners	Price Per ELL	Total Annual Cost
InClass + Instructional Strategies	10,000	\$22	\$220,000
Platform	31,000	\$8	\$248,000
Training	10,000 (Schools with all 3 products)	\$7	\$70,000
Training	21,000 (Platform only schools)	\$2	\$42,000
Total	31,000		\$580,000

3. Training and Support

To effectively roll out Ellevation district-wide, and ensure the highest quality training and support program is implemented, Ellevation will deliver a 4 part training program:

1. **Implementation Planning:** The Implementation Planning sessions engage a core group of educators from each school to begin the planning for the rollout of Ellevation at their school.
2. **Train-the-Trainer Workshops:** Train-the-Trainer workshops will focus on having 2-5 representatives from each school who will develop a deep comfort with Ellevation and prepare to deliver training to the educators in their respective schools.
3. **Ellevation University:** In addition to in-person training by the group of Broward certified trainers (see step #2 above), Ellevation will offer a set of introductory modules delivered online designed to familiarize teachers with Ellevation, various features, and the goals the district has set.
4. **Refresher Training:** This training is intended to provide the users of the Platform with the skills and experience to broaden their use, begin taking advantage of new features, and using features that the ESOL team has prioritized (ex. Monitoring; Goals).

In total this proposal includes 40 trainer days and access to and use of the Ellevation training platform.



ATTACHMENT A

Post- Training Implementation Support

Implementation support begins when training ends, and is designed to ensure that administrators and users have the resources they need to utilize Ellevation. Implementation support consists of distinct components:

- The Help Desk: The Ellevation Help Desk is staffed by an experienced educator who can respond to user challenges not easily resolved by referencing other resources like the Resource Center (explained below). Real-time help, from an experienced educator is a great source for value for Ellevation users.
- The Resource Center: The Resource Center offers educators a resource library of instructional videos, process documents and a bank of frequently asked questions and answers. The Resource Center is designed to ensure that users can easily find answers to basic questions about Ellevation functionality and troubleshoot common challenges. User can find the Resource Center within the Ellevation platform, and it is always accessible.
- Ongoing Implementation Support: In addition to responding to users when they encounter challenges, **Ellevation will dedicate an Engagement Director to support Broward County users** through the entire implementation. The Engagement Director will work with administrators to support their program goals, and help address any challenges that may arise.

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

ITB / RFP No.:	<u>56-095E</u>	Tentative Board Meeting Date*:	<u>May 3, 2016</u>
Description:	<u>ELLEVATION SOFTWARE SYSTEM</u>	Notified:	<u>N/A</u> Downloaded: <u>N/A</u>
		ITB / RFP Rec'd:	<u>N/A</u> No. Bids: <u>N/A</u>
For:	<u>BILINGUAL/ESOL DEPARTMENT</u> (School/Department)	ITB / RFP Opening:	<u>N/A</u>
Fund:	<u>TITLE III PART A GRANT, TITLE II, AND INFORMATION & TECHNOLOGY GENERAL FUND</u>	Advertised Date:	<u>N/A</u>
		Award Amount:	<u>\$580,000</u>

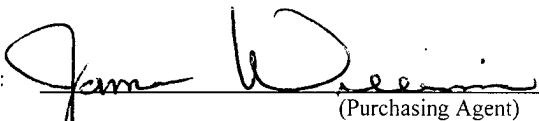
POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on N/A and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(* The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

<u>VENDOR'S NAME</u>	<u>ITEM(S) AWARDED</u>
ELLEVATION, LLC	N/A

CONTRACT PERIOD: MAY 4, 2016, THROUGH JUNE 30, 2017.

By:  Date: 4/22/2016
(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.

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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 Technology and Support Services Center
 7720 West Oakland Park Boulevard, Sunrise, Florida 33351
 For assistance with this form, please contact (754) 321-0527 or
 E-mail to: jameswilliams@browardschools.net

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Bilingual/ESOL Department BCPS
 Supplier Contact: Victoria Saldala
 Contact Telephone: 754 323- 2589 ext.1333

Bid No.: _____ Purchase Order No.: Various

What was the product / service? ELLevation

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely	Unlikely	Probably	Definitely
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Please see attached document in regards to the product.

Evaluation Form Completed By:

Name / Title: Lisette Sanchez
 School / Department: Gator Run Elementary School Weston, Fl.
 Contact Telephone: 754-323-5850
 Participant's Signature: Lisette M. Sanchez-Machuca Date: 3-22-16

In regards to the product, there are a few things that I hope will change in the future.

When it comes to printing parent letters, updating testing accommodations, performing REEVALs, EXIT meetings or ELL committee meetings, I would like to see fewer steps. It can be a time-consuming process when you have a large population of ELLs. I would also like for the navigation process in ELLevation to be more condensed, more simplified, school personnel names pre-populated and the transfer of information from TERMS to ELLevation expedited.

Lastly, I would like to see less verbiage on the Parent Letters and all information that does not pertain to Broward County taken off the parent letters—more condensed letters and reports, so that there is less paper usage.

Overall, I am highly satisfied with ELLevation.

SUPPLIER / PRODUCT EVALUATION FORM

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 E-mail to: jameswilliams@browardschools.net

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: _____
 Supplier Contact: _____
 Contact Telephone: _____

Bid No.: _____ Purchase Order No.: Various

What was the product / service? ELLevation

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely	Unlikely	Probably	Definitely
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

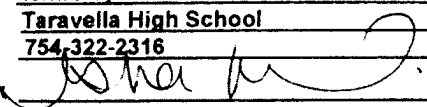
*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: ELLevation has enabled me to complete my job more efficiently and in a timely manner. The ELLevation team has worked hard in ensuring resolutions to technical issues are fixed within 24 hours.

Evaluation Form Completed By:

Name / Title: Isha Reyes/ ESOL Contact
 School / Department: Taravella High School
 Contact Telephone: 754-322-2316
 Participant's Signature:  Date: 3/23/2016

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Ellevation
 Supplier Contact: _____
 Contact Telephone: _____

Bid No.: _____ Purchase Order No.: Various

What was the product / service? ELL Records

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: _____

Evaluation Form Completed By:

Name / Title: C. Dunbar-Creary ELL Coordinator
 School / Department: Cypress Elem
 Contact Telephone: 754-322-6050
 Participant's Signature: C. Dunbar-Creary Date: 3/29/14

SUPPLIER / PRODUCT EVALUATION FORM

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SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: _____
 Supplier Contact: _____
 Contact Telephone: _____

Bid No.: _____ Purchase Order No.: Various

What was the product / service? Ellevation

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely	Unlikely	Probably	Definitely
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

Comments: Ellevation's customer service is beyond excellent. My job has become more manageable with this product/software. I am very pleased with the product.

Evaluation Form Completed By: _____
 Name / Title: IZA STERLING
 School / Department: FALCON COVE MIDDLE SCHOOL
 Contact Telephone: 754-323-3242
 Participant's Signature: [Signature] Date: 03.29.16

SUPPLIER / PRODUCT EVALUATION FORM

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 E-mail to: jameswilliams@browardschools.net
SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: _____
 Supplier Contact: _____
 Contact Telephone: _____

Bid No.: _____ Purchase Order No.: Various

What was the product / service? ELLEVATION

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely	Unlikely	Probably	Definitely
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: I would like to see the assigned teachers' names on reports. This will help tremendously during testing and re-eval time and will save a lot of time in schools that have 300+ ESOL students.

Evaluation Form Completed By:

Name / Title: Frances Frederic, ESOL Coordinator
 School / Department: Park Lakes Elementary
 Contact Telephone: 754-322-7650
 Participant's Signature: *Frances Frederic* Date: 3/29/16

SUPPLIER / PRODUCT EVALUATION FORM

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 E-mail to: jameswilliams@browardschools.net

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Ellevation
 Supplier Contact: Teddy Rice
 Contact Telephone: 617-307-5755

Bid No.: _____ Purchase Order No.: Various

What was the product / service? _____

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1 Not Satisfied
 2 Somewhat Satisfied
 3 Satisfied
 4 Very Satisfied

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1 Very Unlikely
 2 Unlikely
 3 Probably
 4 Definitely

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Slow Server at peak-times.
Friendlier batches

Evaluation Form Completed By:
 Name / Title: Angelica Gutierrez
 School / Department: Eagle Point Ele.
 Contact Telephone: 754-323-5525
 Participant's Signature: _____ Date: 3/28/16

SUPPLIER / PRODUCT EVALUATION FORM

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 E-mail to: jameswilliams@browardschools.net
SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: _____
 Supplier Contact: _____
 Contact Telephone: _____

Bid No.: _____ Purchase Order No.: Various

What was the product / service? ELLevation

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Their customer service responds IMMEDIATELY at all times.

Name / Title: Terri Cianelli ESOL Contact
 School / Department: Seminole Middle School
 Contact Telephone: 754-323-4206
 Participant's Signature: Terri Cianelli Date: 3/28/2016