

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

February 16, 2018

TO: School Board Members

FROM: Maurice L. Woods *m.l.w.*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie
Superintendent of Schools

SUBJECT: **REVISION TO EE-14, RECOMMENDATION TO APPROVE AGREEMENT – 18-097E – PROFESSIONAL DEVELOPMENT MANAGEMENT SOFTWARE SYSTEM AND SERVICES, FOR THE FEBRUARY 21, 2018, REGULAR SCHOOL BOARD MEETING**

The following is a revision for EE-14, Recommendation to Approve Agreement - 18-097E - Professional Development Management Software System and Services, for the February 21, 2018, Regular School Board Meeting.

The following revision has been made to the Agenda Request Form:

Exhibits:

- Revised Agreement *Performance Matters LLC* by changing the following pages:
Page 1 of 24
Page 2 of 24
Page 14 of 24
Page 15 of 24

RWR/MLW/MCC:bm
Attachments

cc: Senior Leadership Team

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____,
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

Performance Matters LLC

(Hereinafter referred to as “VENDOR”),
whose principal place of business is
7730 Union Park Ave, Suite 500
Sandy, UT 84047

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-097E, Professional Development Management Software System and Services (hereinafter referred to as “RFP”), dated August 22, 2017, and amended by Addendum No. 1 dated September 6, 2017, Addendum No. 2 dated September 6, 2017, Addendum No. 3 dated September 14, 2017 and Addendum No. 4 dated September 20, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Professional Development Management Software System and Services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as “Proposal”) and which is incorporated herein by reference whereby VENDOR proposed to provide a professional development management software system (PDMS) to manage, track and report professional development via a comprehensive single sign-on system. This entails searching, cataloging, reporting, registration, documentation and compliance participation for approximately 50,000 internal (certified and non-certified) and external users; and

WHEREAS, VENDOR shall provide a fully developed, readily available, fully functional system, per SBBC requirements, no later than the last week of December 2018; and

WHEREAS, SBBC desires to purchase goods and services from the VENDOR; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement.

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

1.0 **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

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon execution of both parties and conclude on **December 31, 2021**. The term of the contract may, by mutual agreement between SBBC and VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period.

2.01 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement; then
Second:	Addendum No. 4 to RFP 18-097E; then
Third:	Addendum No. 3 to RFP 18-097E; then
Third:	Addendum No. 2 to RFP 18-097E; then
Fourth:	Addendum No. 1 to RFP 18-097E; then
Fifth:	RFP 18-097E - Professional Development Management Software System and Services; then
Sixth:	Proposal submitted by VENDOR in response to RFP 18-097E.

2.02 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement based on prices included in their proposal, within thirty (30) days of receipt of an invoice from the VENDOR, see **Attachment A**. Payment shall be made upon delivery of a fully developed, readily available, fully functional system, per SBBC requirements.

The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

2.03 **Subsequent Purchases.** Any updates, revisions, enhancements or changes in scope, products, or price that are requested by SBBC and not provided for in VENDOR's Proposal of this Agreement, must be documented in a Service Change Request ("SCR"), see **Attachment B** and an Amendment to this Agreement. Each SCR must be executed by both parties prior to VENDOR commencing any of the work requested.

2.04 **Scope of Services.** VENDOR shall provide SBBC with the products and services specified in their Proposal which includes but is not limited to:

- a) Design and implementation of an external user registration process, including all integrations at no additional charge to SBBC.

ATTACHMENT A
COST OF SERVICES

YEAR 1	Unit	Count	Unit Price	Total
Software License Package:				
- PD Management System CHOICE (January 1, 2019 – December 31, 2019) - Due upon invoice to be paid no earlier January 1, 2019.	Per User	50,000	\$7.75	\$387,500
Implementation Services (Due upon execution)				
- Planning	Days	20	\$1,400	\$28,000
- Design/Build	Included			
- Interface Development	Included			
- Customized Reporting	Included			
- Conversion	Included			
- Testing	Included			
- Implementation/Installation	\$2,500	1	\$2,500	\$2,500
- Support	Included			
Training Costs: Due upon invoice to be paid no earlier January 1, 2019.				
- Face to face	Per Day	7	\$2,400	\$16,800
<i>How many facilitators per session?</i>	<i>Each</i>	<i>1</i>		
<i>Maximum Attendees per session?</i>	<i>Total</i>	<i>40</i>		
- Webinars - Online training	Per Hour			
<i>How many facilitators per session?</i>	<i>Each</i>	<i>1</i>		
<i>How many simultaneous sessions?</i>	<i>Per Session</i>	<i>40</i>	\$325	\$325
- Other training delivery models				
PD Custom Documentation	Each	1	\$500	\$500
Custom Video	Each	1	\$800	\$800

Year 1 -Total \$436,425

YEAR 2	Unit	Count	Unit Price	Total
Software License Package: - PD Management System CHOICE (January 1, 2020 – December 31, 2020)	Per User	50,000	\$7.75	\$387,500
- Support	Included			

Year 2 -Total \$387,500

YEAR 3	Unit	Count	Unit Price	Total
Software License Package: - PD Management System CHOICE (January 1, 2021 – December 31, 2021)	Per User	50,000	\$7.75	\$387,500
- Support	Included			

Year 3 -Total \$387,500

GRAND TOTAL \$1,211,425

OPTIONAL	Unit	Count	Unit Price	Total
Development of Customizations:				
- Hourly Rate	Per Hour		\$225.00	
- Custom Reports (Rate per Report)	Each		\$185.00	
- Optional M/WBE Onsite Implementation Resources	Each		\$100,000	