



ADDED ITEM

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-02-20 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:
EE-1.

TITLE:
Recommendation of \$500,000 or Greater - 58-132E - Electronic Management System Agreement with Public Consulting Group

REQUESTED ACTION:
Approve the recommendation to award the Third Amendment to the Agreement. Contract Term: June 28, 2016 through June 30, 2021, 5 Years; User Department: Exceptional Student Learning Support; Additional Requested Amount: \$606,000; New Award Amount: \$4,318,750; Awarded Vendor(s): Public Consulting Group, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
This Amendment was created to facilitate enhancements to the system to add the Student Threat Assessment module. 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 estimated financial impact to the District will be \$606,000. The contract award amount was for \$3,712,750. The request is to increase the spending authority by \$606,000, bringing the new contract value to \$4,318,750. The funding source will come from IT Division Budget. The financial amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Third Amendment Agreement (3) Financial Analysis Worksheet

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Antoine Hickman	Phone: 754-321-3436
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:

FEB 20 2019

Signature
Maurice Woods
2/15/2019, 1:38:50 PM

By: *Heather P. Brinkman*
School Board Chair

EXECUTIVE SUMMARY

Recommendation for Third Amendment and Additional Spending Authority 58-132E – Electronic Management System Agreement with Public Consulting Group

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Third Amendment to the Agreement between Public Consulting Group, Inc. (PCG) and The School Board of Broward County, Florida (SBBC), with an increase in the spending authority. This Amendment to the Agreement is requesting the increase of \$606,000 bringing the total spend to \$4,318,750.

The Agreement was approved on June 28, 2016, Item-8, with a contract term of July 1, 2016 through June 30, 2021, and spending authority of \$2,845,000. The First Amendment to the Agreement was approved on May 8, 2018, SBOM Item EE-13, with an approved spending authority of \$269,000, bringing the total spend authority to \$3,114,000. The Second Amendment to the Agreement was approved on October 16, 2018, RSBM Item EE-1, with an approved spending authority of \$598,750, bringing the total spend authority to \$3,712,250.

Goods/Services Description

Responsible: Exceptional Student Learning Support (ESLS)

The EdPlan Student Threat Assessment (STA) module is based on guidelines recommended by the Virginia Department of Criminal Justice Services and adheres to the process recommended by the United States Secret Service and the United States Department of Education's study for identifying, assessing and managing students who may pose a threat. The STA module guides the user through a three (3) step process to:

1. Document a student threat incident and follow immediate and critical protocol for imminent risks,
2. Gather, share and consider data from various data sources to make informed decisions,
3. Review key questions for assigning risk level and determining next steps for intervention.

The STA module facilitates adherence and collaboration with the District's threat assessment process. Notifications to District administration and/or law enforcement can be assigned according to LEA or state policy. The STA module provides a streamlined approach that reduces the burden to administrators while guiding users through a process to promote consistency and accuracy in the evaluation.

Features:

- Guides user through a process developed by psychological services, mental health and criminal justice professionals that help support a safe climate for students and schools.
- Notifies central administrators to allow for transparency and accuracy.
- Provides an embedded response management process.

Benefits:

- Standardization of student threat assessment process to improve the fidelity of implementation.
- Real-time monitoring of the process with multiple participants at the same time.
- Advanced reporting capabilities

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In response to the recommendations in Chapter 11, page two hundred and eighty-six (286) of the Marjory Stoneman Douglas High School Public Safety Commission report, SBBC does not feel that it can wait for the state to develop an electronic student threat assessment program. SBBC currently has a contract with PCG, and they are eager to partner with the District in the development and deployment of this module.

**Procurement Method
Responsible: PWS**

The direct negotiation was performed in accordance with Purchasing Policy 3320, VI (C)(5)(c), and Section 6A-1.012(14), F.A.C., permit the acquisitions of Information & Technology as defined in Section 282.0041(14), Florida Statutes.

**Financial Impact
Responsible: PWS and ESLs**

The additional spending authority requested is \$606,000 and will be taken from the IT Division budget.

The pricing breakdown is as follows:

Service	02/06/19-06/30/19	07/01/19-06/30/20	07/01/20-06/30/21
Consulting, Planning & Implementation Support	\$30,000	\$30,000	\$0
Setup & Configuration Implementation	\$12,000	\$12,000	\$0
Professional Development & Training Implementation	\$15,000	\$25,000	\$0
Software Licensing, Hosting & Maintenance, and Software Product Support	\$0	Bundled Pricing Per Module • Student Threat Assessment Module: \$0/student – fee waived • MTSS Manager Module**: \$0/student – fee waived • SIRS-Bullying Module**: \$0/student – fee waived	Student Threat Assessment Module: \$1.00/student*
Data Integration and Data Management Services Implementation	\$20,000 for up to 25 days of technical services	\$25,000	\$0
Modifications to Threat Assessment tool	\$55,000	\$17,500	\$0
Reporting Implementation	\$20,000 for up to 20 days of technical services	\$10,000	\$0
SmartScan	\$12,500	\$25,000	\$25,000
TOTAL	\$164,500	\$144,500	\$297,000

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*The total Student Count will be taken on December 1, 2019, to determine the total annual fee. For forecasting purposes, 2018 counts were utilized (272,000).

**If SBBC keeps MTSS Manager Module and SIRS Bullying Module, another Amendment will be brought to the Board for approval.

A Summary of the spending authority requested is below.

<u>Original Agreement</u>	<u>\$2,845,000</u>
<u>+ First Amendment</u>	<u>\$ 269,000</u>
<u>+ Second Amendment</u>	<u>\$ 598,750</u>
<u>+ Third Amendment (this item)</u>	<u>\$ 606,000</u>
<u>New total spend authority (rounded)</u>	<u>\$4,318,750</u>

The approval of this recommendation does not mean the authorized amount will be spent.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this ~~9th~~^{20th} day of ~~January~~^{February} 2019, 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

PUBLIC CONSULTING GROUP, INC.
(hereinafter referred to as "PCG"),
having its principal place of business at
148 State Street, 10th Floor, Boston, Massachusetts 02109

WHEREAS, SBBC and PCG entered into an Agreement dated June 28, 2016 (hereafter "Agreement"); and

WHEREAS, the Agreement provides licensing for an internet-based Electronic Management System ("EMS Computer Software") for Individual Education Plans, Gifted Education Plans and Service Plans for Private School students. In addition, it assists administrators and teachers with the reporting requirements of the Individuals with Disabilities Education Act of 2004, (9PL 105-17) ("IDEA"), and the license to access PCG's related proprietary systems and documentation including, but not necessarily limited to EasyFAX, SmartScan, the Gifted Module, Paperclip, Advanced Reporting, Behavior Plus, and EDPlan Connect; and

WHEREAS, SBBC and PCG entered into a First Amendment to Agreement dated May 8, 2018 (hereafter "First Amendment to the Agreement"); and

WHEREAS, SBBC and PCG entered into a Second Amendment dated October 16, 2018 (hereafter "Second Amendment to the Agreement"); and

WHEREAS, the parties mutually desire to enhance the EMS by adding a Student Threat Assessment module; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Third Amendment to Agreement (hereafter "Third Amendment").

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:

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

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace Sections 2.03.1, 2.03.2, and 3.17 as amended in the Second Amendment to the Agreement, by interlineation, as follows:

2.03 Pricing and Payment

2.03.1 **Pricing.** The pricing as detailed in **Attachment A**, constitutes a fixed cost for all licensed software, implementation, customization services, maintenance, support services, materials and services, instructional end-user and administrator training costs and any PCG or third party products for the Initial Term. The Parties agree that the firm fixed costs (a/k/a “Fixed Cost”) shall not include any products, services or expenses not specified in **Attachment A** and is dependent upon both Parties fulfilling their respective obligations hereunder. In the event the Parties elect to extend the Term of this Agreement, the Parties agree that the pricing for Annual Support and Maintenance (**on Attachment A**) shall not be increased. The pricing as detailed in **Attachment C**, constitutes a one-time fee for the development of an Interim EP for the Gifted Development Plan and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment D**, constitutes the costs associated with the project development and ongoing hosting and support for the Student Impacts Information (SII) Application and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment E**, constitutes the costs associated with the project development and ongoing hosting and support for the EDPlan Connect Parent Portal and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment F**, constitutes the costs associated with the project development and ongoing hosting and support for the Student Threat Assessment module and is dependent upon both Parties fulfilling their respective obligations hereunder.

2.03.2 **Payment.** In consideration of the licenses granted by PCG to SBBC under this Agreement, SBBC shall pay the fee of \$569,000.00 (set forth in **Attachment A**) in four (4) installments of \$142,250.00 due to PCG on a quarterly basis for satisfactory service under the terms of this Agreement. SBBC shall pay the fee of \$44,000.00 within thirty (30) days of receipt of appropriate invoice, upon commencement of the First Amendment to Agreement (See **Attachment C**). SBBC shall pay the fee of \$225,000.00 in two (2) installments of \$150,000.00 within thirty (30) days of receipt of an appropriate invoice, upon commencement of the First Amendment to Agreement and \$75,000.00 shall be paid on or after July 1, 2018 (See **Attachment D**). SBBC shall pay the fee of \$166,250.00 in four (4) installments of \$41,562.50 due to PCG on a quarterly basis for satisfactory service under the terms of the Second Amendment (See **Attachment E**). SBBC shall pay the fee of \$164,500.00 for the Student Threat Assessment module (See

Attachment F) in this Third Amendment in two (2) installments of \$82,250.00 in April and June 2019. SBBC shall pay the fee of \$144,500.00 in four (4) installments of \$36,125.00 each, due to PCG in July 2019, October 2019, January 2020 and April 2020. SBBC will provide student count to PCG on December 1, 2019 and SBBC shall pay \$1.00 per student. PCG will calculate quarterly payment amount by dividing the calculated total by four with installment payment due in the months of July 2020, October 2020, January 2021 and April 2021. Should this Agreement be terminated prior to the expiration of the term of this Agreement, such pre-paid fees shall be pro-rated and refundable for the remaining unused term of this Agreement.

3.17 **Incorporation by Reference.** **Attachments A, B, C, D, E and F,** the latter of which is attached to the Third Amendment, and referenced herein shall be deemed to be incorporated into this Agreement by reference.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This Third Amendment to Agreement;
- b) the Second Amendment to Agreement;
- c) the First Amendment to Agreement; and
- d) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Third Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment to 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 Third Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

(Corporate Seal)

By *Heather P. Brinkworth*
Heather P. Brinkworth, 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, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Public Consulting Group, Inc.
Date: 2019.02.04 10:53:22 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR PCG

(Corporate Seal)

PUBLIC CONSULTING GROUP, INC.

ATTEST:

By Amy W Smith
Signature

, Secretary

Printed Name: Amy W. Smith

Title: Manager

-or-

Holly Scrugg
Witness

Gray Spitzer
Witness

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 17 day of January, 2019 by Amy W Smith of
Name of Person

Public Consulting Group on behalf of the corporation/agency. He/She is personally known to me or produced NCIDL as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Erica Burnell
Signature – Notary Public

(SEAL)



Erica Burnell
Printed Name of Notary

201211500151
Notary's Commission No.

Attachment – F

Costs described below are the implementation and annual fees for the Student Threat Assessment module.

Service	02/06/19-06/30/19	07/01/19-06/30/20	07/01/20-06/30/21
Consulting, Planning & Implementation Support	\$30,000	\$30,000	\$0
Setup & Configuration Implementation	\$12,000	\$12,000	\$0
Professional Development & Training Implementation	\$15,000	\$25,000	\$0
Software Licensing, Hosting & Maintenance and Software Product Support	\$0	Bundled Pricing Per Module • Student Threat Assessment Module: \$0/student – fee waived • MTSS Manager Module**: \$0/student – fee waived • SIRS-Bullying Module**: \$0/student – fee waived	Student Threat Assessment Module: \$1.00/student*
Data Integration and Data Management Services Implementation	\$20,000 for up to 25 days of technical services	\$25,000	\$0
Modifications to Threat Assessment tool	\$55,000	\$17,500	\$0
Reporting Implementation	\$20,000 for up to 20 days of technical services	\$10,000	\$0
SmartScan	\$12,500	\$25,000	\$25,000
TOTAL	\$164,500	\$144,500	*

*Total Student Count will be taken on December 1, 2019 to determine the total annual fee

** MTSS Manager Module and SIRS-Bully Module are at a cost of \$0 for throughout the following time period: 07/01/19 – 06/30/20. If the SBBC desires to use these modules beyond 07/01/19-06/30/20, a new written Amendment will submitted for approval by the Board prior to utilization of these modules and the pricing of these modules will be as follows: MTSS Manager Module at a cost of \$1.00 per student and SIRS-Bully Module at a cost of \$0.50 per student.

Student Threat Assessment pricing includes:

Service	Description
Consulting, Planning & Implementation Support	Implementation includes project management, education technology consulting, Subject Matter Expert consulting services during the implementation phase to design the system to meet BCPS requirements and align to BCPS workflows. This includes Project Management. Includes 2 weeks of planning and requirements gathering with PCG Project Management and Technical and SME resources as specified. Additionally, includes ongoing project management in the initial phase of deployment.
Setup & Configuration	Includes initial configuration of system to meet needs and realize success as scoped. Includes up to 8 days of configuration
Professional Development & Training	Training efforts and costs are based on a Train the Trainer (T3) model and assume a blend of face-to-face, virtual support, and online self-paced courses. In addition, this includes access to an online collaborative environment where the BCPS educators & administrators can engage with one another, and where we can share best practices. Includes 6 days of F2F/T3 training total, plus 3 days of virtual training. Sessions will be ½ day each and capped at 25 client attendees per session.
Software Licensing, Hosting & Maintenance and Software Product Support	Annual license fee to the EdPlan™ environment modules as scoped. This includes application hosting and system maintenance, monthly scheduled updates, and general product support & enhancements. Pricing assumes all modules are purchased.
Data Integration and Data Management Services	Typically includes data integration to current data system feeds (does not include historical data), and designated systems in client's current technical environment. Up to 25 days of technical services.
Modifications to Threat Assessment	Modify Student Threat Assessment to BCPS's protocol as specified and agreed to by BCPS in prior meetings – plus a development hours bank of 50 hours
Reporting	Additional reporting capabilities budget; up to 20 days of technical services
SmartScan	Threat Assessment Artifacts



PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION

New Bid # (Ex: 10-004R):		Preparation Date:	February 4, 2019
Previous Bid # (Ex: 10-004R):		Buyer/PA:	HARMONI CLEALAND
New Bid Award Total:		Bid Title:	Agreement for Electronic Mgmt System (IEP, EP, PSSP)
Previous Award Total:			
Bid Type:			
Previous Bid Term (Start Date):		New Bid Term (In Months):	60
Previous Bid Term (End Date):		# of Months Into Bid:	31

SPEND REPORTING

Purchase Order(s) Spend:	\$1,928,708
P Card Purchases:	\$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	\$1,928,708
Average Monthly Expenditure:	\$62,216
Unused Authorized Spending:	\$1,784,042
Est. Forecasted Spend (For Entire Bid Term):	\$3,732,984

VENDOR INFORMATION

Awarded Vendors:	M/WBE Status (If applicable):	Spend:
101060-PUBLIC CONSULTING GROUP INC		\$ 1,928,708
PO VENDOR SPEND:		\$ 1,928,708
P-CARD SPEND:		\$ -
TOTAL SPEND:		\$ 1,928,708

NOTES (Type Below):
 Original Agreement (Item #8 on 6/28/16 Board Meeting) \$2,845,000
 First Amendment (Item EE-13 on 5/8/18 Board Meeting) \$269,000
 Second Amendment (Item EE-1 on 10/16/18 Board Meeting) \$598,750
 Third Amendment \$606,000

Default Funding Source*	Department/School & Sign-off Information*
Cost Center	Name (First & Last)
Fund	Title
Functional Area	Department/School Name
Commitment Item	Sign-off provided by
	Oleg Gorokhovskiy

*To ensure accuracy, please type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	2/14/2019
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All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.