

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADDED ITEM

Meeting Date 02/04/14	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number EE-4
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TITLE:
 Request for Proposals (RFP) 14-027E Recommendation - Workforce Student Information System

REQUESTED ACTION:
 Approve the RFP recommendation as stated on the attached award recommendation and Agreement between The School Board of Broward County, Florida, and Focus School Software, LLC.

<u>RFP</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>M/WBE VENDORS</u>
14-027E	Workforce Student Information System	Technical Centers and Community Schools	-----
Contract period: February 4, 2014 through December 31, 2018			

SUMMARY EXPLANATION AND BACKGROUND:
 The School Board of Broward County, Florida (SBBC), received proposals from firms to provide SBBC with a post-secondary Student Information System (SIS). The current system requires several independent, inadequate systems for data collection/reporting and daily school operations. The new SIS will replace the Workforce Development Information System to perform state reporting and maintain all data. It will replace major school systems including a new, fully integrated gradebook. It will add new functionality including a web portal for students/teachers/alumni; a financial aid module; online registration and payment; online course pages available to all teachers; and enhanced job placement and case management capabilities.

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:
 A projected one-time expenditure of \$1,182,709 is for program implementation. A projected annual maintenance fee of \$315,000 will be charged for the duration of this contract. This maintenance fee charged is \$9 per active student per year, for approximately 35,000 active students. The funding source is Workforce Funding.

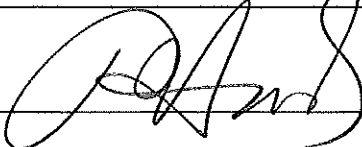
EXHIBITS: (List)

1. Proposed Agreement
2. RFP 14-027E

<p>APPROVED</p> <p><small>(For Official School Board Records' Office Only)</small></p>	<p>SOURCE OF ADDITIONAL INFORMATION:</p> <table border="0"> <tr> <td>Robert Boegli</td> <td style="text-align: right;">754-321-5400</td> </tr> <tr> <td>Ruby Crenshaw</td> <td style="text-align: right;">754-321-0501</td> </tr> <tr> <td><small>Name</small></td> <td style="text-align: right;"><small>Phone</small></td> </tr> </table>	Robert Boegli	754-321-5400	Ruby Crenshaw	754-321-0501	<small>Name</small>	<small>Phone</small>
Robert Boegli	754-321-5400						
Ruby Crenshaw	754-321-0501						
<small>Name</small>	<small>Phone</small>						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Maurice L. Woods 
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on: **FEB 4 2014**

By:  School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this ^{4th} ~~28~~ day of ^{February} ~~January~~, 2014, 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

FOCUS SCHOOL SOFTWARE, LLC
(hereinafter referred to as "FOCUS"),
whose principal place of business is
475 Central Avenue, Suite 400
St. Petersburg, FL 33701

WHEREAS, SBBC issued a Request for Proposal identified RFP 14-027E, Workforce Student Information System (hereinafter referred to as "RFP"), dated July 17, 2013, and amended by Addendum No.1, dated July 30, 2013 and Addendum No. 2, dated August 9, 2013, each of which are incorporated by reference herein, for the purpose of receiving proposals for Workforce Student Information System (SIS) for postsecondary students; and

WHEREAS, FOCUS submitted a response to the RFP which is incorporated herein by reference and is willing to provide SBBC with a fully integrated web-based Student Information System, and

WHEREAS, SBBC desires the Workforce SIS to interface with the current K-12 Terms SIS.

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 February 4, 2014 and conclude on December 31, 2018. The term of the contract may, by mutual agreement between SBBC and FOCUS be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department will, if considering renewing, request a letter to renew from FOCUS, prior to the end of the contract period. FOCUS will be notified when any recommendation for renewal has been acted upon by SBBC.

2.02 **Services:** FOCUS shall provide SBBC the Services, Support, Licenses and Documentation as described in **Attachment A** and the Proposal submitted in response to the RFP by Focus School Software.

2.03 **Pricing.** Pricing for items as specified in the RFP shall be based upon FOCUS's PROPOSAL. Pricing shall remain firm during the term of the contract. If considering renewing the term of the contract, the pricing per student rate may be negotiated between SBBC and FOCUS at the time of renewal.

2.04 **Payment and Deliverables.** In consideration for the Services, Support, Licenses and Documentation provided by FOCUS under this agreement, SBBC shall pay FOCUS as set forth in **Attachment A**.

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

- First: This Agreement; then
- Second: Attachment A; then
- Third: Addendum Number 2 ; then
- Fourth: Addendum Number 1; then
- Fifth: RFP 14-027 – Workforce Student Information System; then
- Sixth: Proposal submitted in response to the RFP by Focus School Software

2.06 **Awardee Accounting Records and Right to Audit.** FOCUS's and Sub-Contractor's records shall include, but not be limited to , accounting records, payroll time sheets, audited and unaudited financial statements to substantiated payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by FOCUS or any of his/her payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of work, and until five (5) years after the date of final payment by FOCUS pursuant to this Agreement. All payments which cannot be documented as paid as required by the agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall have reasonable access to FOCUS's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

(c) Overcharges and Unauthorized Charges. FOCUS shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, FOCUS will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum and to 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
With a Copy to:	<u>Atlantic</u> Technical Center, Director 4700 Coconut Creek Parkway Coconut Creek, Florida 33063
To FOCUS	Focus School Software 475 Central Avenue, Suite 400 St. Petersburg, Florida
With a Copy to:	Andrew Schmadeke, President Focus School Software 475 Central Avenue, Suite 400 St. Petersburg, Florida

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

2.09 Indemnification. 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 FOCUS : FOCUS 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 FOCUS, its agents, servants or employees; the equipment of FOCUS, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FOCUS or the negligence of FOCUS'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 FOCUS, SBBC or otherwise.

SBBC agrees to provide reasonable notice to FOCUS of any claim for which it seeks indemnification, and further agrees not to settle such claim without first providing FOCUS an opportunity to have input into the settlement decision.

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 sixty (60) days written notice to FOCUS of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay FOCUS for all services rendered through the effective date of termination. This action can only be exercised by SBBC's governing board at a public meeting.

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 sufficient funds being appropriated by the State of Florida or the applicable federal government funding source for any year of the Contract Term, upon written notice from SBBC to FOCUS of such insufficient funds not later than thirty (30) days immediately preceding such year, SBBC shall not be required to pay the maintenance fees for such year and this Agreement shall terminate at the end of the then-current term year. FOCUS further acknowledges that SBBC approval will be required each budget year and SBBC agrees that such approval shall not be unreasonably or arbitrarily withheld.

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 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 contract 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 Section 1002.22, Florida Statutes, or 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 Section 1002.22, 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.

3.11 **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 **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.

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

3.15 **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.

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

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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 
Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 01/30/14
Office of the General Counsel

FOR FOCUS

(Corporate Seal)

Focus School Software, LLC

ATTEST:

By Steven C Harnois
Steven C Harnois

_____, Secretary

-or-

Wiz J.
Witness

KP
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.

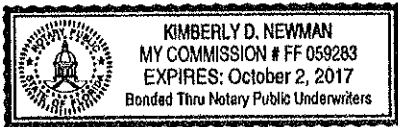
STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28th day of January, 2014 by Steven C. Harnois of Focus on behalf of the corporation/agency.

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

My Commission Expires:



(SEAL)

Kimberly Newman
Signature - Notary Public

Kimberly Newman
Printed Name of Notary

FF 059283
Notary's Commission No.

1. FOCUS Software Project Manager and Personnel

1.1 FOCUS Project Manager

SBBC would have the right to participate in the FOCUS interview process and retain the right to approve the FOCUS project manager.

1.2 Personnel solicitation

SBBC and FOCUS both agree not to solicit or hire each other's employees for one year from the date of contract signing.

2. Documentation and Support

2.1 District Level training - Certification

SBBC requests FOCUS Software develop, conduct and document a Certification for the successful completion of training for each SBBC Workforce Organization staff member that will interact with the system. These staff members are defined as: Guidance, Information Management Specialists, Registrars, Financial Aid/Bookkeepers, Gradebook Managers, AGE teachers (Train the trainers), CTE teachers (Train the trainers), Assessment Specialists, Administrators, Secretaries, State Reporting, Marketing/Job Placement/ Alumni, and Administrative Support and Special Projects. The certification should be designed in such a manner that the SBBC staff can demonstrate mastery of their respective subjects leading to subsequent approval of access for specific performance profiles required for system usage. Specific attention is being asked for train-the-trainers certification.

2.2 District Level training - Recording

SBBC requests FOCUS Software to allow SBBC the ability to record FOCUS Software training delivered in face-to-face training sessions, record webinars, and copy online training modules developed by FOCUS Software. However, use of resultant videos and other training content will be limited to use within SBBC under applicable copyright constraints.

2.3 Support

FOCUS will provide help desk support from 7am-6pm Monday-Friday and emergency phone access 24 hours per day 7 days per week. Only defined (no more than six) SBBC support team will contact FOCUS help desk.

FOCUS will commit to outages not to exceed 2 hours per week in any period of 2 consecutive weeks. A penalty of \$2,500 per day will be levied for each day the uptime goal is not achieved.

On a priority 1 critical issue, FOCUS should resolve or provide a work around within 12 hours of clock time after receiving the call from SBBC. A critical issue is defined as a system failure that blocks completion of a business transaction or corrupts business data and has no workaround. A penalty of \$2,500 per day will be levied until issue is resolved after day 2 of the reported issue.

ATTACHMENT A

As part of the initial implementation for SBBC, FOCUS will jointly support SBBC's Tier 1 SIS support for the first year of full operation or until such time as SBBC support staff is fully certified to assume responsibilities.

All data will be backed up daily. FOCUS will maintain 30 days of daily backups and 12 months of monthly backups.

FOCUS scheduled maintenance will occur outside of the help desk support hours with 2 days notice to SBBC. Anytime during Saturday or Sunday is acceptable upon proper notification.

All data in a FOCUS Disaster Recovery situation will be recovered and available within 24 hours to the previous day's data.

All data transmitted from SBBC to FOCUS will be encrypted at SSL 256 bits. This 256 bit SSL certificate will use a 2048 bit encrypted key. FOCUS will ensure the off- site servers are clean of all viruses.

2.4 FOCUS Software Yearly Conferences

SBBC will receive 5 registration tickets to the FOCUS yearly conferences at no cost for 5 years.

2.5 Customization of FOCUS Software Online Help facilities

FOCUS agrees to update their help documentation with the agreed to suggestions from SBBC.

2.6 FOCUS Software Service Level Agreement

FOCUS will maintain a ticket system, recording SBBC's issues. The summary results will be reviewed monthly with SBBC. The support levels will define the FOCUS response times for each class of problems.

3. Data Integration

3.1 General integration

FOCUS will provide data flow diagrams showing how data is to be synchronized between the SIS and other SBBC systems listed for integration. Further a data map will be provided to SBBC systems personnel.

4. County License

4.1 County license

SBBC will have the right under its SBBC county-wide SIS software license agreement to package various modules of the FOCUS Software such as student registration, attendance accounting, grade reporting, and student health modules. This would allow SBBC to provide to other public and/or private school providers to register and maintain student demographic and health information to ease the transition into the SBBC registration process. SBBC will have the right to use FOCUS modules in other public and/or private schools. These will be charged on a per student basis to FOCUS.

5. State Reporting

FOCUS will ensure all data extracts are to the latest FLDOE definitions and available to the district for review 6 days prior to the load date. SBBC will continue to be responsible for all its data submitted to the FLDOE.

6. General Requirements

FOCUS will participate in a review with SBBC to include target delivery dates for requirements marked "UD" (under development) and "C1" (customization included at no additional cost), and include both price and target delivery date for requirements marked "C2" (customization at an additional cost). FOCUS will define the name, cost, and target delivery dates for any requirements marked "3."

7. Project Schedule

SBBC anticipates utilizing the FOCUS Software product in full production for the 2014-2015 school year starting in August 2014. Development of a detailed milestone schedule will be part of the Contract Project Plan.

8. Deliverables, Schedule and Payment

8.1 Major milestone and payment schedule.

<u>Broward County Workforce Work Plan and Payments</u>		
Deliverable	End Date	Payment
Develop/Publish the Implementation Project Plan	Feb	\$40,000
Weekly Project meetings	Feb-Aug	\$20,000/month
Develop Gap Analysis detail plan	Feb	\$10,000
Conduct Gap Analysis meetings	Feb	\$40,000
Develop data conversion/detail plan	Feb	\$6,000
Convert and load data (five year historic data)	Feb - Jun	\$30,000
Develop detail plan for integration	Feb	\$3,000
Develop interfaces	Feb-Mar	\$15,000
Install FOCUS software detail plan*	Feb	\$10,000
Testing FOCUS software by end users**	Feb-April	\$40,000
Develop training plan	Feb	\$10,000
Conduct training	Feb-August	\$40,709
Develop testing criteria for specialty groups	Feb	\$10,000
Final approval from specialty groups	Mar-Apr	\$40,000
Go Live	Aug	\$300,000
Final Milestone	Oct	\$428,000
Total cost excluding maintenance fees		\$1,182,709

Maintenance fees will be charged at \$9/student/year annually, billed based on student count at June 30 for active students for the year looking back.

*The software detail plan will show the server install dates, configuration dates, data load, etc.

**Software testing is meant to ensure plan items work correctly. SBBC employees will try the systems and sign off will be through the SBBC Project Manager.

8.2 Distributive Milestone Payments

FOCUS Software Implementation Services will be paid based upon mutually agreed project milestones. During the project implementation planning process, SBBC shall establish a milestone schedule with FOCUS that will include major implementation milestones upon which FOCUS payments are due. The initial draft is listed above in 8.1

All payments are based on the listed deliverables. Payment is due upon delivery of each milestone, upon signoff by the SBBC Project Manager confirming that the milestone was delivered.

8.3 Final Milestone

A log will be kept for 45 days after the Go Live date to document critical issues that impair functional processes. The SBBC Project Manager will decide if issues are critical or non-critical and will sign off on issue resolution. At the end of this period, if there are no critical issues or if all critical issues have been resolved, the directors and principals will sign off on the Final Milestone.

9. Maintenance

9.1 Maintenance fees

The per student Maintenance fee will be \$9 per student per year for the duration of this agreement (5 years). The student count will be taken at the end of each school year (June 30) and the fees will be based on the number of active students for that year looking back.

9.2 Warranty

- a. **PRODUCT WARRANTY:** **Focus** warrants that any given Product, as delivered by **Focus** and properly installed, is capable of operating in conformance with the Product's current published specifications. This warranty will apply for 180 days after delivery of such Product to Licensee. During this warranty period, **Focus** will correct or replace a given Product and/or will, at no charge to the Licensee, provide services necessary to remedy any programming error attributable to **Focus**. This Section describes Licensee's sole remedy, and **Focus**'s entire liability, for any warranty claims.
- b. **EXCLUSIONS:** This warranty will not apply if the programming error is caused by (i) modification of the Product by anyone other than **Focus**, (ii) negligence or willful misconduct of Licensee or its agent, (iii) misuse of the Product by Licensee or its agent, (iv) use of the Product other than in the specified operating environment, (v) failure by the Licensee to implement any improvements or updates to the Product as supplied by **Focus**, or (vi) the combination of the Product with any materials, equipment, software, or hardware not provided by **Focus** or its agent contrary to specifications in the Documentation or Product Schedule. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, **FOCUS** MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF SUCH PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

9.3 Maintenance

Following the Warranty period of 6 months, Product Maintenance will begin. The maintenance costs will be part of the per student licensing fee to be paid. This fee is listed in the cost schedule of 8.1. This fee shall cover all Maintenance Services, updates and Releases to the Licensed Software during the period to which such annual maintenance fee shall apply.

9.4 Post Contact Software Maintenance, Upgrades and Hosting Charges

After the initial five-year contract term, Software Maintenance Charges, Upgrades and hosting will be determined in the following manner. The per student fee shall not be increased each year by more than 3% plus the inflation rate (as defined by the Consumer Price Index) not to exceed 5% over the current year's per student fee.

9.5 Upgrades

FOCUS periodic upgrades to its SIS software products will be made available for SBBC use. Cost for these upgrades will be covered in the yearly per student fees being charged to SBBC.

10. Disputes and Remedy

Listed below are some suggested contract language for disputes and remedies:

10.1 Project Managers

All disputes, claims, or controversies shall initially be referred to the Project Managers. If the Project Managers are unable through good faith discussions to resolve the dispute within ten business days after receiving written notice of the dispute, the dispute shall be submitted to the Senior Executives or their designees.

10.2 Senior Executives Resolution

If the Project Managers are unable to resolve the dispute within ten business days after submission by either or both Project Managers, the dispute shall be referred to the Senior Executives or their designees. Each Project Manager will provide to both of the Senior Executives or their designees a Dispute Statement describing in detail the substance of the dispute and the party's respective positions, and support by such documentation as may be appropriate to acquaint the Senior Executives or their designees with the issues. For the purpose of this provision, the Senior Executives shall be the Executive Sponsor for SBBC and the President of FOCUS.

10.3 Mediation

Within ten business days after delivery of the Dispute Statements, the Senior Executives or their designees of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute through informal mediation. All reasonable requests for information made by one party to the other will be honored. If the Senior Executives or their designees are unable to resolve the dispute within 20 business days of receipt of the Dispute Statements, the parties may consider formal mediation or may pursue all claims based upon such dispute as otherwise provided by law.

10.4 Continued Access

The parties agree that each party shall proceed with the performance of obligations according to the existing project schedule as if such dispute or disagreement were non-existent, unless the dispute involves a non-payment by SBBC of its payment obligations to Focus and such non-payment is unrelated to a notice sent by SBBC of a default by Focus of its obligations.

11. Software Escrow & Penalty for Early Focus Termination of Services Agreement

11.1 Software Escrow & Penalty for Early FOCUS Termination of Services Agreement

In the event of a default from FOCUS or a merger/acquisition by another organization, SBBC will not be required to move to another Student Information System application. However, upgrades and modifications in the SIS application by Focus or by any successor entity shall not be considered a different Student Information System application for purposes of this provision.

1. Deposits in Escrow

Upon signing this Escrow Agreement and every upgraded release thereafter, FOCUS shall deposit with an Escrow Agent the source code for the Software, including all documentation, as well as instructions to compile the source code. FOCUS will bear the cost for this escrow.

2. Term

This Escrow Agreement shall remain in effect during the term of the Master Software and Services Contract. The Escrow Agreement, however, shall terminate automatically upon delivery of the Escrow Material to Licensee in accordance with the provisions herein.

3. Access to Escrow Material / Default by FOCUS

If FOCUS is deemed to be in default, as defined herein, SBBC may obtain the Escrow Material upon either of the following conditions:

A default by FOCUS shall be deemed to have occurred under this Escrow Agreement upon the occurrence of any of the following:

- (a) If FOCUS has engaged in bankruptcy in which FOCUS is the named debtor; or
- (b) If FOCUS has ceased its ongoing business operations; or
- (c) If FOCUS has ceased the sale, licensing, software enhancement, maintenance or other support of the Software; or
- (d) If FOCUS has sold or transferred Ownership of the Software to a Successor Owner and the Successor Owner ceases the sale, licensing, software enhancement, maintenance or other support of the Software;

12. Expandability

Focus agrees to honor orders for items or services included herein which may be placed by other Florida school districts as follows: Governmental entities utilizing Internal Governmental contracts with Broward County Public Schools will be eligible, but not obligated, to purchase materials/services during the initial 3 years of the Broward contract period utilizing the annual student maintenance fee defined under the Broward contract awarded.

The School Board of Broward County, Florida
Supply Management & Logistics Department

RFP No.: 14-027E Board Meeting: FEBRUARY 4, 2014
Description: WORKFORCE STUDENT INFORMATION SYSTEM Notified: 2,407 Downloaded: 66
RFP Rec'd: 3 No Bids: 2
For: VOCATIONAL TECHNICAL CENTER RFP Opening: AUGUST 22, 2013
(School/Department)
Fund: WORKFORCE FUNDING Advertised Date: JULY 18, 2013

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and www.Demandstar.com on **NOVEMBER 6, 2013 @ 3:00 PM**, 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 school district administration 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 Supply Management & Logistics Department, 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.

RECOMMENDATION/TABULATION

THREE PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 14-027E. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE MEMBERS.

SORAYA ALEMEN – FINANCIAL AIDE ADVISOR
CHRISTOPHER BOWERS – WORKFORCE EDUCATION INFORMATION MGMT.
CATHY A. COVALESKI – BOOKKEEPER/DATA MANAGER
KIM CURRY – MARKETING, INSTRUCTOR
DARYL DIAMOND – ASSISTANT DIRECTOR
ANDREA FRANKS – BUDGET SUPPORT SPECIALIST
LYNN GOLDMAN – COORDINATOR COMMUNITY RELATIONS
JEANETTE L. JOHNSON – DIRECTOR
DEBRA KLEIN – TECHNOLOGY PROJECTS COORDINATOR
PEGGY MCDOWELL – WORKFORCE SUPPORT
NEETA RANCOURT – ASSISTANT DIRECTOR
KAREN RUSSO – GUIDANCE DIRECTOR
ETI SWINFORD – TECHNOLOGY COORDINATOR
JEFF STANLEY – DIRECTOR, STUDENT APPLICATION
MICHAEL TURCHIARO – NETWORK ADMINISTRATION
M/WBE ADVISOR: MARCY HOUSER, M/WBE SPECIALIST III

BASED UPON THE REQUIREMENTS OF THE RFP, THE PROPOSERS WERE SHORT LISTED PROVIDED PRESENTATIONS OF THE WORKFORCE STUDENT INFORMATION SYSTEM TO THE COMMITTEE. THE FOLLOWING PROPOSER RECEIVED THE HIGHEST SCORE FROM THE COMMITTEE AND IS BEING RECOMMENDED FOR AWARD AFTER COMPLETION OF SUCCESSFUL NEGOTIATIONS:

FOCUS SCHOOL SOFTWARE

CONTRACT PERIOD: FEBRUARY 4, 2014 THROUGH DECEMBER 31, 2018

By:  Date: 11/6/2014
(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.

PHASE 2 OVERALL SCORES: Vendor Demo & References
Summary

	RJM	Focus	BocaVox
Demo Total	530.9	904.1	570.0
MMR	228.7	472.0	260.7
<i>Detail MMR items</i>	<i>80.5</i>	<i>147.4</i>	<i>80.4</i>
<i>Registration/Demographics/Financial Aid</i>	<i>92.0</i>	<i>123.6</i>	<i>78.9</i>
<i>Grading/Progress Reports/Certificates/Transcripts</i>	<i>59.0</i>	<i>84.3</i>	<i>65.0</i>
<i>Teacher Grade Book</i>	<i>119.2</i>	<i>195.7</i>	<i>151.6</i>
<i>Attendance</i>	<i>97.2</i>	<i>151.1</i>	<i>112.5</i>
<i>Ad-hoc Reporting</i>	<i>60.6</i>	<i>85.9</i>	<i>61.0</i>
<i>Scheduling Process</i>	<i>76.9</i>	<i>99.7</i>	<i>74.8</i>
<i>Guidance and Special Programs</i>	<i>39.2</i>	<i>56.8</i>	<i>32.7</i>
<i>Online Learning Management System (LMS)</i>	<i>7.7</i>	<i>94.0</i>	<i>11.5</i>
<i>Job Placement/Alumni Marketing & Recruitment</i>	<i>57.1</i>	<i>59.0</i>	<i>33.7</i>
<i>Teacher/Parent/Student Portal</i>	<i>67.8</i>	<i>91.8</i>	<i>74.8</i>
<i>Data Entry</i>	<i>32.2</i>	<i>48.7</i>	<i>38.0</i>
<i>Access, Navigation, and Security</i>	<i>98.4</i>	<i>123.4</i>	<i>95.0</i>
<i>Rollout, Training, and Support</i>	<i>22.3</i>	<i>29.3</i>	<i>21.5</i>
<i>Overall Rating</i>	<i>2.7</i>	<i>4.8</i>	<i>2.8</i>
Non-MMR (Raw Scores)	912.9	1395.5	934.3
Non-MMR, Scaled to 500	302.3	432.1	309.4

*There is no "apples to apples" comparison of the online LMS.

References	46.3	44.4	45.4
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Phase 2 Total	577.2	948.5	615.4
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