

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – August 22, 2023

PROCUREMENT SOLICITATION

RFP 21-221-P-WH - Student Information System - Amendment 3

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input checked="" type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Educational Technology

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Amendment

VENDOR NAME	ADDITIONAL AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Focus School Software, LLC	\$75,349.00 Annually (Years 1-3) \$1,800.00 (year 1 only)	Analytics Dashboards Training
	\$169,535.25 Annually (Years 1-3)	Focus SIS Gradebook
	Total: \$736,452.75	

<input checked="" type="checkbox"/> Contract Amendment	New Contract Total Amount	\$3,394,926.25
<input type="checkbox"/> Recurring Contract	Existing Contract Total Amount	\$2,658,473.50
<input type="checkbox"/> New Contract	Variance	\$736,452.75

PRICE INCREASE EXPLANATION: Cost of additional functionality.

DISCUSSION:

Focus Analytics is an enhanced reporting tool for the student information system, allowing for the creation of dashboards in areas like Attendance & Enrollment, Discipline, Assessment, Student Demographics, and System Usage.

The contract awarded to Focus for their gradebook module is expiring. This amendment will add the gradebook module into the existing Focus SIS contract allowing for seamless and continued access. The per student cost will remain the same.

The standard amendment template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence August 23, 2023 and will terminate in conjunction with the original Student Information System contract with Focus.

RECOMMENDATION:

It is the recommendation of Russell Cheatham, Chief Information Officer, and Ed Sherretta, Director of Management Information Systems to approve the attached amendment with Focus School Software, LLC in the amount of \$736,452.75.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



Agreement #: 21-221-P-WH
Approval Date: _____

Amendment 3
To Agreement Between
The School Board of Brevard County, Florida
and
Focus School Software LLC
For Gradebook and Analytic Dashboards
Agreement # 21-221-P-WH

THIS AMENDMENT (hereinafter referred to as “Amendment”) to the agreement identified above (referred to as the “Agreement”) by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “BPS”) and Focus School Software LLC whose business address is 475 Central Ave. St. Petersburg, Florida 33701, (hereinafter referred to as “Contractor”), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to add Focus SIS Gradebook and Focus Analytics Dashboards to the original agreement through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Add additional products and implementation services and related costs to the original agreement as outlined in Exhibit A - Product Schedule.
2. Modify the first sentence of Section 5.1 to read “BPS agrees to provide funds for the Agreement in the amount not to exceed Three-Million Three-Hundred-Ninety-Four-Thousand Nine-Hundred Twenty-Six and 25/100 Dollars (\$3,394,926.25) as outlined in Exhibit “B”, Fee Schedule, and Amendments 1, 2, and 3 which are attached hereto and incorporated herein.
3. The above recitals are true and correct and are hereby incorporated by reference.
4. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Amendment and Contractor has made and executed this Amendment on the day and year below written.

FOCUS SCHOOL SOFTWARE LLC

By:  Date: July 25, 2023

Authorized Representative Signature

Print Name: Steven Harnois

Title: VP of Operations

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Matthew J. Susin, Board Chairman

Contractor Contact Name: Steven Harnois
Email Address: steven@focusschoolsoftware.com
Phone Number: 727-388-7004



Focus Gradebook + Analytics Dashboards

This Product Schedule is hereby incorporated into Master License Agreement # **21-221-P-WH** ("Agreement")

by **Focus School Software LLC.**, ("Focus") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Agreement and subject to Licensee's compliance with both, **Focus** grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below, and to the extent that any provision of this Product Schedule conflicts with the Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein.

Licensee	Brevard Public Schools			
Product(s) & Designated Hardware	Focus SIS Gradebook Focus Analytics Dashboards			
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.			
License Site	brevard.focuschoolsoftware.com			
Site	2700 Judge Fran Jamieson Way Viera , FL 32940			
Term	July 1, 2023, to run concurrently with the term of the Focus SIS Product Schedule			
License Fee	Focus Gradebook: N/A Previously purchased Focus Analytics Dashboards: \$75,349.00 (\$1.00 per student @ 75,349 students)			
Implementation Services	Service	Quantity (Days)	Rate	Total
	Technical Training for IT Staff - 1 Day	1	\$900.000	\$900.00
	Online Training for Principals and End Users - 1 Day	1	\$900.00	\$900.00
	Services Total: \$1,800.00			
	Analytics Dashboards Services + License Total: \$77,149.00 Due October 1, 2023,			
Annual Maintenance	Focus Gradebook: \$2.25 per student per year Invoiced annually beginning on October 1, 2023 Focus Analytics Dashboards \$1.00 per student per year Invoiced annually with Full SIS beginning on October 1, 2024			



This Product Schedule is subject to the following Terms and Conditions:

- Use Review: Upon reasonable notice, Licensee shall grant **Focus** access to its pertinent files, libraries, and records, as produced from the Product(s), to perform a review of the Product ("Use Review"). All information obtained during a Use Review shall be treated as confidential.
- Third Party Code: Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end users ("Third Party Code"). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of **Focus's** licensor and that Licensee's obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply with respect to such Third Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus's** licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in Agreement) for remedy of and indemnification for damages caused by such Third-Party Code. **Focus** makes no representations or warranties on behalf of **Focus's** Third-Party vendors, but **Focus's** indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third-Party Code as between **Focus** and Licensee.
- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by Licensee upon execution of the Product Schedule.