

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – April 25, 2023

PROCUREMENT SOLICITATION

RFP 21-221-P-WH - Student Information System - Amendment 1

<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: Accounting Services

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	Implementation - \$14,100.00 Annual Subscription Cost - \$48,750.00	Purchase and Pay With K12 Billing (Shopping Cart)
	Three Year Total: \$160,350.00	

<input checked="" type="checkbox"/> Contract Amendment	New Contract Total Amount	\$2,192,057.50
<input type="checkbox"/> Recurring Contract	Original Contract Amount	\$2,031,707.50
<input type="checkbox"/> New Contract	Variance	\$160,350.00

PRICE INCREASE / DECREASE EXPLANATION: Additional functionality.

DISCUSSION:

The board approved the above-mentioned solicitation and associated agreement to Focus School Software on April 27, 2021. The original agreement with Focus included the online billing module which was not implemented initially. This amendment will add shopping cart functionality to create a complete online payment platform. The standard cost of the shopping cart function is \$1.50 per student, Focus is honoring the \$0.75 per student fee from the original contract in 2021. The amendment uses a 65,000 student count. This is a three-year subscription.

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

CONTRACT TERM:

The initial contract term shall commence April 26, 2023 and will terminate in conjunction with the original Student Information System contract with Focus.

RECOMMENDATION:

It is the recommendation of Cynthia Lesinski, Chief Financial Officer, and Richard Miller, Director of Accounting Services to approve the attached agreement amendment with Focus School Software, LLC in the amount of \$160,350.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (13)



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

Amendment 1
To Agreement Between
The School Board of Brevard County, Florida
and
Focus School Software LLC
For Purchase and Pay with K12 Billing (Shopping Cart)
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 Purchase and Pay functionality the original agreement through this Amendment;

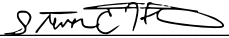
NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

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 Two-Million One-Hundred-Ninety-Two-Thousand Fifty-Seven and 50/100 Dollars (\$2,192,057.50) as outlined in Exhibit “B”, Fee Schedule, and Amendment 1 which is 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: April 14, 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

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
								\$160,350.00

Send required insurance certificates to the Procurement Department.
New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.

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



Focus Purchase and Pay with K12 Billing (Shopping Cart)

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	The School Board of Brevard County, Florida					
Product(s) & Designated Hardware	Purchase and Pay with K12 Billing (Shopping Cart)					
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.					
License Site	brevard.focusschoolsoftware.com					
Site	2700 Judge Fran Jamieson Way Viera , FL 32940					
Term	The term of this Agreement will cover the period beginning April 28, 2023 through June 30, 2024 and may be renewed at the end of the term up to one (1) additional two (2) year renewal period. The Agreement term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised at the same or substantial similar terms by mutual written agreement of the Parties.					
Year 1 Subscription Fee	\$48,750.00 (\$0.75 Dollar per student per year, 65,000 students)					
Implementation Services	Service			Quantity	Daily Rate	Total
	Project Management			6	\$1,500.00	\$9,000.00
	Data Migration			2	\$750.00	\$1,500.00
	Training			4	\$900.00	\$3,600.00
	Total Implementation Services:					\$14,100.00
	Implementation fees are based on virtual services. If on-site meetings are requested, travel fees of \$300.00 per day will be added Purchase and Pay requires the use of Authorize.net for payment transactions					
Total First Year Fees	\$62,850.00					
	Implementation Services: \$14,100.00 due upon Product Schedule Execution					
	Year 1 Subscription: \$48,750.00 Due with SIS Annual Maintenance, October 1, 2023					



Subscription Fees	\$0.75 per student per year Invoiced annually beginning on October 1, 2024
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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.