



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-09-15 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	E. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

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

ITEM No.:  
**E-5.**

**TITLE:**  
Recommendation to Approve First Amendment to Agreement - FY20-188 - Mail Processing Equipment & Supplies

**REQUESTED ACTION:**  
This request is to approve the First Amendment to the above agreement. Contract Term: March 22, 2020 through February 19, 2022, Two (2) Years; User Department: District-wide; Award Amount \$245,000; Awarded Vendor(s): Pitney Bowes Inc.; Neopost USA, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida, is piggybacking the State Term Contract No. 44102100-17-1 under Bid ID FY20-188 - Mail Processing Equipment and Supplies. The vendor has requested to change the name Neopost USA, Inc. to Quadiant, Inc. An amendment to the State Contract No. 44102100-17-1 has been issued by The Department of Management Services as a name change only. Quadiant Inc. will honor and agree to the terms of the State Contract #44102100-17-1. Therefore, an amendment to Bid ID FY20-188 is being presented to the School Board to make this change.  
This First Amendment to 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: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) First Amendment to Agreement (4) Contract Amendment (5) Original Executed Documents

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Mary C. Coker	Phone: 754-321-0501
Name:	Phone:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
9/4/2020, 9:05:59 AM

Approved In Open Board Meeting On:

**SEP 15 2020**

By: *Dema K...*  
School Board Chair

## EXECUTIVE SUMMARY

### Recommendation to Approve First Amendment to Agreement FY20-188 – Mail Processing Equipment & Supplies

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#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the first amendment to the agreement. The School Board of Broward County, Florida (SBBC), is piggybacking the State Term Contract No. 44102100-17-1 under Invitation to Bid (ITB) FY20-188 – Mail Processing Equipment and Supplies. The vendor has requested to substitute the name from Neopost USA, Inc. to Quadient Inc. An amendment to the State Contract No. 44102100-17-1 has been issued by The Department of Management Services (DMS) as a name change only. Quadient Inc. will honor and agree to the terms of the State Contract #44102100-17-1. This Piggyback was originally approved by the School Board on March 3, 2020.

There is no additional financial impact to the District.

#### **Goods/Services Description**

**Responsible: End User Department**

This contract is used District-wide and provides a vehicle to acquire mail processing equipment, related supplies, and services from Quadient, Inc. and Pitney Bowes, Inc., which are the two (2) awarded vendors in the DMS contract. Core products offered under this contract are the maintenance and lease of equipment.

#### **Procurement Method**

**Responsible: PWS**

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, M, the requirement for requesting competitive solicitations from three (3) or more sources is hereby waived. SBBC may make purchases at or below the specified prices from contracts awarded by other City or County Governmental Agencies, other District School Boards, Community Colleges, Federal Agencies, the Public or Governmental Agencies of any State, or from State University System Cooperative bid agreements.

#### **Financial Impact**

**Responsible: PWS and End User Department**

There is no financial impact to the District.



# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 15<sup>th</sup> day of September, 2020, 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

**QUADIENT, INC.**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
478 Wheelers Farms Rd.  
Milford, CT 06461

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated March 03, 2020 (hereafter "Agreement"); and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement; and

**WHEREAS**, VENDOR desires to substitute the NEOPOST USA, INC to QUADIENT, INC. as a name change only, and will honor and agree to the terms of the State Contract #44102100-17-1, which SBBC is piggybacking under bid ID FY20-188 for Mail Processing Equipment and Supplies; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "Amendment"); and

**WHEREAS**, The State Contract has been amended to reflect this name change of the awarded vendor, as documented in Attachment A.

**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 **Name Change.** NEOPOST USA, INC. shall be replaced with QUADIENT, INC., by interlineation, within the Agreement.

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 First Amendment to Agreement; **then**
- b) the State Contract Agreement #44102100-17-1

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

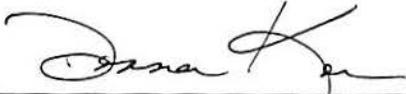
1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

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

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed  
by Eric Abend  
Date: 2020.08.06  
16:25:12 -04'00'  
Office of the General Counsel

**FOR: VENDOR**

(Corporate Seal)

ATTEST:

[Signature]  
Kirk Shankle, Secretary

-or-

QUADIENT, INC.

By [Signature]  
Signature

Printed Name: Kevin O'Connor

Title: Vice President, US Marketing

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF Connecticut

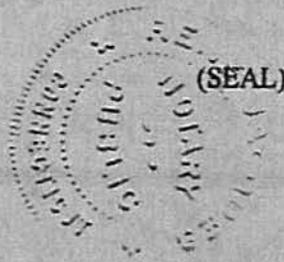
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this August 4th, 2020 (date) by Kevin O'Connor (name of officer or agent, title of officer or agent) of Quadiant, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced \_\_\_\_\_ (type of identification) as identification and who  did /  did not first take an oath this 4th day of August, 2020.

My Commission Expires **RENE JACQUES**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR. 31, 2023

[Signature]  
Signature - Notary Public

René Jacques  
Printed Name of Notary



\_\_\_\_\_  
Notary's Commission No.



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

**AMENDMENT NO.: 1**

State Term Contract No.: 44102100-17-1  
Contract Name: Mail Processing Equipment

**This Amendment No. 1** ("Amendment") to State Term Contract No. 44102100-17-1, Mail Processing Equipment ("Contract"), is entered into between the State of Florida, Department of Management Services ("Department"), and Neopost USA, Inc. ("Contractor"), who are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**Recitals**

**WHEREAS**, the Department entered into the Contract with the Contractor for the provision of mail processing equipment, effective February 20, 2017;

**WHEREAS**, the Contractor, by an amendment to its Certificate of Incorporation, changed its name from Neopost USA, Inc., to Quadient, Inc., and filed the appropriate documentation with the Florida Department of State, Division of Corporations, on March 27, 2020;

**WHEREAS**, the Contract may be amended by mutual written agreement, as provided in Subsection 6.10 of Exhibit A, General Contract Conditions, to the Contract; and

**WHEREAS**, this Amendment reflects the modification of the Contractor's name.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

- I. **Contractor.** Following the effective date of this Amendment, the term "Contractor" as used in the Contract, and any purchase orders issued pursuant to the Contract, shall refer to Quadient, Inc. Quadient, Inc., agrees to be bound by and fully perform all obligations, duties, and responsibilities under the Contract and to abide by all terms and conditions specified in the Contract, including the assumption of all related debts, claims, and liabilities.
- II. **Conflict.** To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control.
- III. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
- IV. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.





4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

Ron DeSantis, Governor  
Jonathan R. Satter, Secretary

**AMENDMENT NO.: 1**

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Contract Name: Mail Processing Equipment

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**Recitals**

**WHEREAS**, the Department entered into the Contract with the Contractor for the provision of mail processing equipment, effective February 20, 2017;

**WHEREAS**, the Contractor, by an amendment to its Certificate of Incorporation, changed its name from Neopost USA, Inc., to Quadient, Inc., and filed the appropriate documentation with the Florida Department of State, Division of Corporations, on March 27, 2020;

**WHEREAS**, the Contract may be amended by mutual written agreement, as provided in Subsection 6.10 of Exhibit A, General Contract Conditions, to the Contract; and

**WHEREAS**, this Amendment reflects the modification of the Contractor's name.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

- I. **Contractor.** Following the effective date of this Amendment, the term "Contractor" as used in the Contract, and any purchase orders issued pursuant to the Contract, shall refer to Quadient, Inc. Quadient, Inc., agrees to be bound by and fully perform all obligations, duties, and responsibilities under the Contract and to abide by all terms and conditions specified in the Contract, including the assumption of all related debts, claims, and liabilities.
- II. **Conflict.** To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control.
- III. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
- IV. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.





# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-03-03 10:05 - School Board Operational 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-13.

**TITLE:**  
 Piggyback Recommendation of \$500,000 or Less - FY20-188 - Mail Processing Equipment & Supplies

**REQUESTED ACTION:**  
 Approve the recommendation to make a piggyback award to the vendor(s) awarded by the Florida Department of Management Services. Contract term: March 22, 2020 through February 19, 2022, 2 Years; User Department: District-wide; Award Amount: \$245,000; Awarded Vendor(s): Pilney Bowes, Inc.; Neopost USA; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 This new piggyback will align with the expiration date of the State contract. It provides a vehicle to lease mail processing equipment on a monthly recurring charge and related services like maintenance of the equipment, and supplies.  
 The State Contract has been reviewed and approved as to form and legal content by the Office of the General Counsel.  
 A copy of the approved documents are available online at: [http://www.broward.k12.fl.us/supply/agenda/OriginalExecutedDocuments\\_57-105N.pdf](http://www.broward.k12.fl.us/supply/agenda/OriginalExecutedDocuments_57-105N.pdf)

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction     Goal 2: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
 The estimated financial impact to the District will be \$245,000. The funding source will come from the schools and departments' operating budgets. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
 (1) Executive Summary (2) Financial Analysis Worksheet (3) State Contract (4) Surveys-18

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Mary C. Coker	Phone: 754-321-0501
Name:	Phone:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Senior Leader & Title  
Maurice L. Woods - Chief Strategy & Operations Officer

Signature  

*Maurice Woods*  
 2/18/2020, 4:35:26 PM

Approved In Open Board Meeting On: MAR 03 2020  
 By:   
 School Board Chair

## EXECUTIVE SUMMARY

### Piggyback Recommendation of \$500,000 or Less FY20-188 – Mail Processing Equipment & Supplies

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#### Introduction

##### Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation to make a piggyback award to the vendor(s) awarded by the Florida Department of Management Services (DMS) State Term Contract No. 44102100-17-1, Bid ID FY20-188 – Mail Processing Equipment & Supplies with a contract term of two (2) years, beginning on March 22, 2020 through February 19, 2022.

The dates of this Piggyback will align with the State contract expiration date. The spending authority being requested is \$245,000.

This Piggyback will replace the current Bid ID 57-105N, which was administratively approved by the Superintendent through a \*Post Board Memo on March 21, 2017, for three (3) years starting March 22, 2017 through March 21, 2020, with an approved spending authority of \$350,000. On January 14, 2020, Regular School Board Meeting, an additional spending authority of \$30,000 was approved for the current bid ID 57-105N. The total contract awarded value was \$380,000.

#### Goods/Services Description

##### Responsible: End User Department

This contract is used District-wide and provides a vehicle to acquire mail processing equipment, related supplies, and services from Neopost USA and Pitney Bowes, Inc., which are the two (2) awarded vendors in the DMS contract. Core products offered under this Contract are the maintenance and lease of equipment, classified under the following categories:

Category Number	Specifications of Mailing Machine (All must include meter)
1	Mailing machine with capacity to meter between 15 and 20 LPM with minimum of 2 pound (lb) scale
2	Mailing machine with capacity to meter between 21 LPM and 50 LPM and with sealer, and differential weighing and minimum of 5 lb scale
3	Mailing machine with capacity to meter between 51 LPM and 100 LPM with sealer, differential weighing and minimum of 5 lb scale
4	Mailing machine with capacity to meter between 100 LPM and 179 LPM with sealer, differential weighing and minimum of 5 lb scale
5	Mailing machine with capacity to meter up to 179 LPM with sealer, differential weighing, dynamic scale and minimum of 5 lb scale
6	Mailing machine with capacity to meter 180 LPM with sealer, differential weighing, dynamic scale and minimum of 10 lb scale

#### Procurement Method

##### Responsible: PWS

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, M, the requirement for requesting competitive solicitations from three (3) or more sources is hereby waived. The School Board of Broward County, Florida (SBBC), may make purchases at or below the specified prices from contracts awarded by other City or County Governmental Agencies, other District School Boards, Community Colleges, Federal Agencies, the Public or Governmental Agencies of any State, or from State University System Cooperative bid agreements.

**Piggyback Recommendation of \$500,000 or Less**  
**FY20-188 – Mail Processing Equipment and Supplies**  
**March 3, 2020 Board Agenda**  
**Page 2**

SBBC released ITB FY20-136 on October 10, 2019, and opened it on November 15, 2019. One (1) bid was received, and one (1) vendor submitted a no-bid response. The bid received did not commit to SBBC's terms and conditions; since the vendor stated it would only follow the State Contract terms and conditions, ITB FY20-136 was rejected on January 14, 2020, at the School Board meeting.

The State of Florida is committed to supporting its diverse business community by creating opportunities and ensuring the participation of minority, women, and veteran-owned business enterprises in the economic life of the State.

**Financial Impact**  
**Responsible: PWS and End User Department**

The spending authority estimated for this contract is \$245,000 as calculated below:

Historical average monthly expenditure	\$ 10,140
Number of months	24
Estimated spending authority	\$ 243,360
<b>Estimated spending authority (rounded)</b>	<b>\$ 245,000</b>

The funding source will come from the departments/schools' operating budget.

The vendors being recommended for the award on this board item are the same vendors currently providing the services under current bid ID 57-105N.

\* Post Board Memo: In accordance with Purchasing Policy 3320, Part II, Rules (P), (S), "the Superintendent is authorized to purchase commodities or contractual services where the total amount does not exceed \$500,000 and does not exceed the applicable appropriation in the District's budget" and "if the requested spending authorization for purchases from contracts or exemptions described herein is less than \$500,000, then the Superintendent is authorized to make purchases from the contract without prior School Board approval.

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.