



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
2.

MEETING DATE	2020-03-31 10:00 - Emergency School Board Meeting
AGENDA ITEM	SUPERINTENDENT'S RECOMMENDATION
CATEGORY	Superintendent's Recommendation
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

TITLE:
Recommendation to Approve Agreement - FY20-216 - Knox Master Key Boxes

REQUESTED ACTION:
Approve the recommendation to award the above agreement. Contract Term: March 18, 2020 through June 30, 2020, 3 Months; User Department: Risk Management; Award Amount: \$87,224; Award Vendor(s): Knox Associates, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
This Agreement covers the purchase of two hundred fifty-six (256) Knox Boxes, Model 3200, and new lock cores for existing Knox Boxes to enhance the safety and security at all the District Facilities.
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: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$87,224. The funding source will come from Risk Management's operating budget. 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) Agreement

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Brian Katz	Phone: 754-321-2655
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

Signature
Maurice Woods
3/6/2020, 3:53:59 PM

Approved In Open Board Meeting On: **MAR 31 2020**
By: *[Signature]*
School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Agreement FY20-216 – Knox Master Key Boxes

Introduction:

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation of the agreement FY20-216 – Knox Master Key Boxes for a contract term of three (3) months. This Agreement will cover the one-time purchase of two hundred fifty-six (256) Knox Boxes, Model 3200, and new lock cores for existing Knox Boxes at all the District Facilities. Although this is a one-time purchase, the three (3) months contract is to have ample time for delivery of the products. The spending authority being requested is \$87,224.

Goods/Services Description

Responsible: Risk Management

To enhance the safety and security of Broward County Public Schools and its ancillary sites, new Knox Boxes will be installed at each District site. Each Knox Box will contain a facility's master keys in order to provide access to the facility during emergencies. A limited number of District staff will have the ability to access these keys.

Knox Boxes are currently installed at each District site. The current Knox Boxes have dual lock access, one (1) lock for the local Fire Department, and one (1) currently used by District personnel who respond to the facility for emergency services.

In order to provide access for local Police Departments, the District's Chief Safety & Security Officer and the District's Task Assigned Chief Fire Official have agreed to withdraw District access to the original Knox Boxes and replace the District's lock core with one specific to each local police jurisdiction. After the lock cores are replaced, only local fire and police services will be able to access the original Knox Boxes. District personnel will be prohibited from accessing these key boxes.

A total of two hundred fifty-six (256) new Knox Boxes, Model 3200, will be installed at sites throughout the School District. The District's Chief Fire Official's Office will be responsible for distributing keys to open the new Knox Boxes. The distribution will be limited to staff who respond to the facilities for emergency services. The Chief Fire Official's Office will also maintain an inventory of the Knox Box Keys.

Procurement Method

Responsible: PWS

Procurement & Warehousing Services issued a Request for Information (RFI) for the availability of vendors that can supply Knox Master Key Boxes. Pursuant to Section 287.057(3)(c), Florida Statutes, and SBBC Policy 3320, Section II.I, the RFI was publicly posted for a minimum of seven (7) days from January 17, 2020, to January 29, 2020. Given that no valid responses were received, Knox Associates, Inc. is considered the single supplier of these products. Pursuant to Purchasing Policy 3320, Section II.I, authorizes the purchase of commodities or contractual services available only from a Single Source, which is exempt from the competitive solicitation requirements.

**Recommendation to Approve Agreement
 FY20-216 - Knox Master Key Boxes
 March 18, 2020 Board Agenda
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**Financial Impact
 Responsible: PWS**

The spending authority being requested is \$87,224. The funding source will come from Risk Management's operating budget.

Item	Description	Quantity	Unit Price	Extended Amount
1	3200 SURFACE, BLACK, HINGED PS-31-0213-06-00	256	\$300	\$76,800
2	LOCK CORE, SHORT TENON, FIRE DEPT. ONLY PS-31-0213-06-00 DUAL LOCK 4400	256	\$29	\$7,424
3	MASTER KEY, SYSTEM OR SECURITY PS-31-0213-06-00	256	\$0	\$0
4	SHIPPING & HANDLING CHARGES*	1	\$3,000	\$3,000
			TOTAL	\$87,224

*Shipping and handling charges are applied for this purchase due to the weight of the Knox Boxes. Each Knox Box weighs approximately seventeen (17) pounds.

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

AGREEMENT

THIS AGREEMENT is made and entered into as of this ~~18~~^{31st} day of March, 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

KNOX ASSOCIATES, INC.
(hereinafter referred to as "Vendor"),
whose principal place of business is
1601 W. Deer Valley Rd. Phoenix, AZ 85027

WHEREAS, SBBC is in need of Knox products and has selected the Vendor to provide such products; and

WHEREAS, Vendor is willing to provide such Knox products; and

WHEREAS, Section 287.057(3)(c), Florida Statutes and SBBC Policy 3320, Section II.I, authorizes the purchase of Commodities or contractual services available only from a single source are exempt from the competitive solicitation requirements; and

WHEREAS, SBBC has complied with the requirements of Section 287.057(3)(c), Florida Statutes and SBBC Policy 3320, Section II.I, with respect to this "single source" Vendor.

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 upon the execution by both parties and conclude on June 30, 2020.

2.02 **Scope of Work.** Vendor shall furnish all the products as listed on **Exhibit A**, within thirty (30) calendar days of the date of this Agreement

2.03 **Payments to Contractor.** Vendor shall be paid by SBBC for delivery under this Agreement as follows:

- a) Payment for products provided by Vendor shall be made in accordance with the prices listed on **Exhibit A**.
- b) Payment as provided in this section shall constitute full compensation for delivery of products.
- c) Upon receipt of an appropriate invoice from Vendor, and verification by SBBC that all products have been delivered pursuant to this Agreement, SBBC shall deliver payment to Vendor net thirty (30) calendar days.
- d) **Invoice:** Vendor will clearly state “Invoice” on the Vendor’s final/last invoice to the SBBC. The Invoice certifies that all products have been delivered and all charges and costs have been invoiced to the SBBC. Since this account will thereupon be closed, and any other further charges if not properly included on the Invoice are admitted as waived by Vendor.

2.04 **Inspection of Vendor’s Records by SBBC.** Vendor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Vendor Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Vendor or any of Vendor payees pursuant to this Agreement. Vendor Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Vendor Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Vendor Records Defined.** For the purposes of this Agreement, the term “Vendor Records” shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated

settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Vendor Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Vendor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Vendor facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Vendor to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Vendor claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Vendor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Vendor. If the audit discloses billings or charges to which Vendor is not contractually entitled, Vendor shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Vendor shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Vendor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Vendor pursuant to this Agreement and such excluded costs shall become the liability of Vendor.

(h) Inspector General Audits. Vendor shall 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.

2.05 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: Director of Procurement & Warehousing Services
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Vendor: Knox Associates, Inc.
1601 W.Deer Valley Rd.
Phoenix, AZ 85027-2112

2.06 **Background Screening.** Vendor shall 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 Vendor or its personnel providing any services under the conditions described in the previous sentence. Vendor 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 Vendor and its personnel. The parties agree that the failure of Vendor 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. Vendor 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 from Vendor failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.07 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Vendor does not transfer the public records to SBBC. Upon completion of the Agreement, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Vendor

transfers all public records to SBBC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.08 **Liability.** 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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Vendor. Vendor 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 Vendor, its agents, servants or employees; the equipment of Vendor, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Vendor or the negligence of Vendor 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 Vendor, SBBC or otherwise.

2.09 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Vendor shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. Vendor shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Auto Liability. Vendor shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Vendor must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Vendor is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.10 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.

2.11 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.12 **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.

2.13 **Incorporation by Reference.** Exhibit A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 Agreement.

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 **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) calendar days written notice to cure the default. However, in the event said default cannot be

cured within said thirty (30) calendar 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) calendar 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.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 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.

3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 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.

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

3.11 **Assignment.** Neither this Agreement nor 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.

3.12 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-
Adams, Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Knox Associates, Inc.
Date: 2020.02.26 11:03:43 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

KNOX ASSOCIATES, INC.

ATTEST:

By Scott E. Neece

_____, Secretary

-or-

Angela Miller
Witness

Julie Sun
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.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 February 2020 (date) by Scott E Neece (name of officer or agent, title of officer or agent) of Knox Associates Inc (name of corporation acknowledging), a ARIZONA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 25 day of February, 2020.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Christie J Simonson

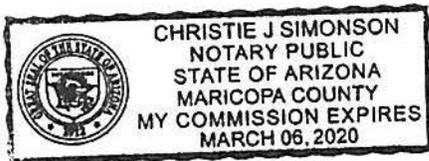


EXHIBIT A – PRICE SCHEDULE

Item	Description	Quantity	Unit Price	Extended Amount
1	3200 SURFACE, BLACK, HINGED PS-31-0213-06-00	256	\$300.00	\$76,800.00
2	LOCK CORE, SHORT TENON, FIRE DEPT. ONLY PS-31-0213-06-00 DUAL LOCK 4400	256	\$29.00	\$7,424.00
3	MASTER KEY, SYSTEM OR SECURITY PS-31-0213-06-00	256	\$0.00	\$0.00
4	SHIPPING & HANDLING CHARGES	1	\$3,000.00	\$3,000.00
			TOTAL	\$87,224.00