

E-04 05/20/03
ADDITIONAL RECOMMENDATION 1 OF 1
BOARD MEETING: MARCH 15, 2005

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADDITIONAL RECOMMENDATION
E-04 05/20/03
CASH REGISTERS FOR THE SCHOOL CAFETERIAS

It is recommended that the contract with PCS Revenue Control Systems, Inc. be renewed for an additional year from May 1, 2005 through April 30, 2006 in accordance with Special Condition 3 of the negotiation. This recommendation is not a request for an additional expenditure. This recommendation will allow schools, departments and centers to continue purchasing cash registers as required through April 30, 2006.



Ian Superville
Purchasing Agent III

Attachments
Agreement with PCS Revenue Control Systems, Inc. E-04 05/20/03

NEGOTIATION (Agenda Item E-04 2/18/03)

Page 8 of 11 Pages

SECTION 5. PRICING SHEET

		<u>UNIT PRICE</u>	
<u>ITEM 1:</u>	(ZZZZ600300001) Point of Sale, Cash Register, PCS/POS-05 Delivery Time Required: <u>30</u> days	\$ <u>1095.00</u>	ea
<u>ITEM 2:</u>	(ZZZZ600300003) Point of Sale, Cash Drawer, POS/ACD-04 Delivery Time Required: <u>30</u> days	\$ <u>150.00</u>	ea
<u>ITEM 3:</u>	(ZZZZ600300051) Point of Sale, Software, PCS/SCMP32 Delivery Time Required: <u>30</u> days	\$ <u>350.00</u>	ea
<u>ITEM 4:</u>	(ZZZZ600300052) Point of Sale, Software Support per school/year, PCS/SCMP-50P Delivery Time Required: <u>30</u> days	\$ <u>250.00</u>	ea
<u>ITEM 5:</u>	(ZZZZ600300053) Point of Sale, Software District meal integration, PCS/PSMP (PSMP32+ SUPPORT) Delivery Time Required: <u>30</u> days	\$ <u>995.00</u>	ea
<u>ITEM 6:</u>	(ZZZZ600300054) Point of Sale, 8-Comm Board, PCS/8COM Delivery Time Required: <u>30</u> days	\$ <u>350.00</u>	ea
<u>ITEM 7:</u>	(ZZZZ600300055) Point of Sale, 9 Pin Adapter, PCS 9 Pin Serial Adapter B Delivery Time Required: <u>30</u> days	\$ <u>26.00</u>	ea
<u>ITEM 8:</u>	(ZZZZ600300050) Point of Sale, Key Pad, PCS/NKP-06 FREDs Delivery Time Required: <u>30</u> days	\$ <u>445.50</u>	ea
<u>ITEM 9:</u>	(ZZZZ60030___) Point of Sale, Cash Register-Alana PCS/POS-06 Delivery Time Required: <u>30</u> days	\$ <u>1995.00</u>	ea
<u>ITEM 10:</u>	(600300055) Point of Sale, Spare parts for the above listed equipment. Please submit fixed discount and price list if available)		

SINGLE FIXED PERCENTAGE DISCOUNT OFFERED

ALREADY DISCOUNTED

Quantity Purchase Options:
 1. Purchase quantity of 50 or more Alanas (in 1 Purchase Order in 1 shipment), then deduct \$100.00 per Alana from the purchase price of \$1995.00 quoted in Item 9 above.
 2. Purchase quantity of 50 or more Alanas (in 1 Purchase Order in 1 shipment) and trade-in 50 POS-05's, then receive a credit of \$200.00 per Alana on the purchase price of \$1995.00 quoted in Item 9 above.
 3. Purchase quantity of 50 or more combinations of Alanas with FREDs (in 1 Purchase Order in 1 shipment) and trade-in 50 POS-05's and 50 NKP-05's, then the price for each combination of 1 Alana and 1 FRED is \$2,195.00 instead of the price of \$445.50 quoted in Item 8 above and \$1995.00 quoted in Item 9 above which has a combined total price of \$2440.50.

VENDOR NAME: _____
RE/r

The School Board Of Broward County, Florida
Food & Nutrition Services
Technology & Support Services Center

January 14, 2003

TO: Roni Evans
Purchasing Department

FROM: Jane Wynn *Jane Wynn*
Food & Nutrition Services

SUBJECT: Estimated Purchases from PCS

RECEIVED
OFFICE OF THE DIRECTOR
BROWARD COUNTY, FLA.
2003 JAN 14 PM 1:37

New Schools:

GGG High School, III High School, JJJ High School, Ely High, Pompano Beach High

5 x \$21,000/school = \$105,000.00

GG Middle School
+ Additional Middle Sch.

2 x \$ 5,900/school = \$ 11,800.00

Elementary + Charter
Schools:

30 x \$ 4,225/school = \$126,750.00

Replacement Equipment:
Cash Registers:

30 x \$1245.00/unit = \$ 37,350.00

Additional Equipment:
Bar Code Readers:

600 x \$ 445.50/unit = \$267,300.00

Software:

230 x \$150.00/school = \$ 34,500.00

Spare Parts:

\$ 45,000.00

Total Expense: \$ 627,700.00

Jane T. Wynn, Director
Phone: 765-6248 Fax: 765-6980



The School Board of, Broward County, Florida
PURCHASING DEPARTMENT
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 (954) 765-6120

DIRECT NEGOTIATION FORM

DUE DATE:
MARCH 19, 2003

Direct Negotiation
E-04 02/18/03

RELEASE DATE :
MARCH 12, 2003

BUYER:
 Roni Evans
 (954) 765-6137

This form should be submitted to the Purchasing Department and received on or before 2:00 p.m. on the date due

TITLE:
Cash Registers for the School Cafeterias

SECTION 1, Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Vendor Name:	Purchase Order Address: If Purchase Orders are to be mailed to address other than as stated on left, please complete section below.	
Address:	P.O. Address:	
City:		
State:	Zip Code:	City:
Telephone Number:	State:	Zip Code:
Toll Free Number:	Contact:	
Fax Number:	Telephone Number:	
Internet Web Site:	Toll Free Number:	
Internet E-Mail Address:	Fax Number:	
Federal Tax Identification Number:	Internet E-Mail Address:	

I certify that this negotiation is made without prior understanding, agreement or connection with any corporation, firm or person submitting a negotiation for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this negotiation's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this negotiation for the company.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your negotiation is in compliance with requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bond | <input type="checkbox"/> Descriptive Literature | <input type="checkbox"/> Licenses | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition __ | Special Condition __ | Special Condition __ | Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization | <input type="checkbox"/> References | <input type="checkbox"/> Vendor Questionnaire | <input type="checkbox"/> Other _____ |
| Special Condition __ | Special Condition __ | Special Condition __ | Special Condition __ |

SECTION 3, GENERAL CONDITIONS

1. **SEALED AGREEMENT REQUIREMENTS:** The "Vendor Acknowledgement Section" must be completed, signed and returned with the Agreement. The Negotiation Summary Sheet pages on which the Vendor actually submits their pricing, and any pages, upon which information is required to be inserted, must be completed and submitted with the Agreement. **SBBC reserves the right to reject any Agreement that fails to comply with these submittal requirements.**
 - a) **VENDOR'S RESPONSIBILITY:** It is the responsibility of the Vendor to be certain that all numbered pages of the Agreement and all attachments thereto are received and all addendum released are received prior to submitting an Agreement without regard to how a copy was obtained. All Agreements are subject to the conditions specified herein on the attached Negotiation documents and on any addenda issued thereto.
 - b) **AGREEMENT SUBMITTED:** Completed Agreement must be submitted in a sealed envelope with Agreement number and name clearly typed or written on the front of the envelope. Negotiations must be time stamped in the Purchasing Department **on or before 2:00 p.m. on date due** for Agreement to be considered. Negotiations will be opened at 2:00 p.m. on date due.
 - c) **EXECUTION OF AGREEMENT:** Agreement must contain an original manual signature of an authorized representative in the space provided above. All Negotiations must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the Agreement even when using opaque correction fluid. SBBC reserves the right to reject any item completed in pencil or any Agreement that contains illegible entries or price corrections not initialed.**
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the Negotiating specification. In case of discrepancy in computing the amount of the Negotiation, the **Unit Price** quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Vendor pays and bears freight charges). Vendor owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be negotiated separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of Agreement(s).** If a Vendor offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Vendor is expected to examine the specifications, delivery schedules, agreement prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this Agreement shall be new (current production model at the time of this Agreement) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Agreement, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Vendor may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **VENDOR'S CONDITIONS:** Terms, conditions and specifications stated herein **shall not** be changed, altered or conditioned in any way unless mutually agreed upon. The Board specifically reserves the right to reject any conditional Agreement.
3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with Agreement conditions and specifications at any time. Items delivered, not conforming to Agreement conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in Agreement and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a) For a period of two years, any Agreement submitted by vendor will not be considered and will not be recommended for award.
 - b) All departments being advised not to do business with vendor.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Vendor's expense. Vendor's will be responsible for the removal of all samples furnished within 30 days after Agreement opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Vendor's name, Agreement number and item number. Failure of Vendor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the Agreement. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original Negotiation opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this Agreement at any time prior to the time and date specified for the Agreement opening; 2) to reject any or all Agreements received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Vendor; and 4) to acquire additional quantities at prices quoted unless additional quantities are not acceptable, in which case, the Agreement sheets must be noted "NEGOTIATION IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this Agreement shall conform to applicable Florida Statutes.
8. **ADVERTISING:** In submitting a Agreement, Vendor agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
10. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
11. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all Vendors must disclose with this form** the name of any officer, director, or agent who has a material interest in the Vendor's firm and who is also an employee of The School Board of Broward County, Florida.

12. **INSURANCE:** Vendor, by virtue of submitting a Negotiation, shall be in full compliance with paragraph 21: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section. Vendor shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.
13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Negotiation Opening Date, Vendor must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Agreement to be considered a responsive and responsible Agreement. Licenses, Certifications and Registrations required for this Agreement shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Vendor must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Agreement or within five working days of notification.
- An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Agreement Opening, shall provide notice to the Director of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Agreement Opening shall not relieve the awardee of its responsibilities under a contract awarded under this Agreement.*
15. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the negotiated prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual Negotiations. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Negotiation shall be new unless otherwise specified. The items must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a Negotiation award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their Negotiation.
21. **SECURITY BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Security bonds, when required, shall be submitted with the Agreement in the amount specified in Special Conditions. Negotiation bonds will be returned to unawardees. After acceptance of Agreement, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the Negotiation bond will be returned to the awardee.
22. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
23. **CANCELLATION:** In the event any of the provisions of this Agreement are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m.** This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
26. **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their Agreement once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.
27. **FACILITIES:** SBBC reserves the right to inspect the awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Vendor is a responsible Vendor.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Vendor, by virtue of Negotiating, certifies by signing Agreement that, if awarded this Agreement, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
29. **ASSIGNMENT:** Neither any award of this Negotiation nor any interest in any award of this Negotiation may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Purchasing Department.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this Agreement for the period of time necessary for SBBC to release, award and implement a replacement Agreement for the goods, products and/or services provided through this Agreement. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this Agreement or (b) the termination date under any applicable period of extension under a contract entered into as a result of this Agreement.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Vendors are hereby notified that any invoice submitted as a result of the award of this Agreement must be in the same format as any purchase order released as a result of the award of this Agreement. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

33. **PURCHASE AGREEMENT:** This Agreement and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Agreement, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a Agreement, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the **OUTSIDE** of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
35. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative Purchasing agreement, or to directly Agreement/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this Agreement if it is in its best interest to do so.
36. **INDEMNIFICATION:**
- a) SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
 - b) 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 the VENDOR, its agents, servants or employees; the equipment of the 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'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 the VENDOR, SBBC or otherwise.
37. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Agreement on a contract to provide any goods or services to a public entity, may not submit a Agreement on a contract with a public entity for the construction or repair of a public building or public work, may not submit Agreements on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
38. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
39. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Agreement opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.
40. **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this Agreement. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this Agreement upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

41. **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board members on matters within their official jurisdiction.

b) For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.

e) Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.

f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

42. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:**

SBBC has a Minority/Women Business Enterprise (M/WBE) program. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Vendor is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Vendor should indicate its certification number on the Agreement Summary Sheet. For information on M/WBE Certification, contact the School Board's M/WBE Office at (954) 760-7470.

It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this Agreement. If the Vendor is not a Certified M/WBE, Vendor should include, as an attachment to its Agreement, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this Agreement.

43. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Negotiation Summary Sheet represents the School Board's identification number for the item. It does not represent any manufacturer/distributor model/part number.

44. **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees; sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC.

Each individual for whom a SBBC photo identification badge is requested will be required to fill out forms, show his/her driver's license and social security card, and be fingerprinted. A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$67.00. Fingerprinting and FBI check is \$52.00 and must be in the form of a money order made payable to Fingerprinting Services, LLC or credit card payment may be made via the internet at <http://www.fiprints.com> or by calling 877-357-7456. The photo identification badge is \$15.00 payable to The School Board of Broward County in the form of a money order or company check. These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to negotiate on a term contract for **CASH REGISTERS** with firm prices or a single fixed percentage discount as specified herein. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.
2. **TERM:** The award of this Agreement shall establish a contract for the period **beginning with date of award and continuing through April 30, 2005** for the purchase of Cash Registers. Agreements will not be considered for a shorter period of time.
3. **CONTRACT RENEWAL:** The purpose of this Agreement is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the Agreement shall be for approximately one year, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing Department, will, if considering to renew, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its Direct Negotiation.
4. **CATALOGS/PRICE LIST(S) (For Item 10 Only):** Vendor(s) shall furnish, with this Negotiation or upon request, on copy of their current catalog(s)/price list(s) for spare parts which will indicate all items Vendor can furnish and the list prices to be used for each item. Failure to furnish catalogs and/or price lists as required will result in disqualification of Agreement submitted. It is in the best interest of the awardee to indicate the Negotiation number, the start date of the contract, the expiration of the contract, and the awardee's single fixed percentage discount offered on the front of the catalogs/price lists when it is delivered by the awardee to all SBBC locations.

If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.
5. **DELIVERY/FREIGHT:** All vendors shall offer **inside delivery (F.O.B. destination)** to the various SBBC locations within Broward County. For Items 1 through and including 9, prices quoted must include all delivery. For Item 10, it is suggested that all delivery, handling or other costs necessary to complete an order be included in the single fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail on the Negotiation Summary page in response to question two and shall remain firm for the term of the contract. Delivery or freight charge collect will not be allowed. Delivery or freight charge shall be prepaid and added to the invoice as a separate amount.
6. **COMPANY REPRESENTATIVE:** Vendor is requested to indicate in space provided on the Negotiation Summary Sheet the name, address and telephone number of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems**. Failure to indicate a company representative or to supply information upon request shall result in disqualification of Agreement submitted.

VENDOR NAME: _____

RE/lr

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **VALUE:** No guarantee as to the dollar amount of this Agreement is implied or given.

SBBC is **NOT** obligated to place any order with any vendor participating in this Agreement. However, all SBBC locations will be urged to refer to catalogs and single fixed percentage discount of participating vendors to fill their orders at the lowest prices.
8. **MINIMUM ORDER (For Item 10):** If Vendor wishes to set a minimum order amount, they shall do so by indicating the dollar amount in the space provided on Negotiation Summary Sheet. Failure to specify will be considered a no minimum dollar amount.
9. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Negotiation Summary Sheet is: **a) no longer available** and has been replaced with a new updated model with new specifications, the Vendor should **submit complete descriptive literature** on the new model number; or **b) incorrect, the corrected model number should be noted** on the Negotiation Summary Sheet, in the space provided.
10. **WARRANTY:** Manufacturer's standard warranty must be provided on all items. Warranty shall begin after delivery and acceptance by an authorized representative of the School Board. Vendor shall state in the space provided on the Negotiation Summary Sheet the manufacturer's warranty. Any Vendor who fail to specify the warranty period, SBBC will expect the manufacturer's standard warranty to apply.
11. **SHIPPING BOXES:** All boxes must be **clearly marked with the school/department name indicated on the purchase orders for distribution purposes.**
12. **SERIAL NUMBERS:** The successful Vendor(s) **must include serial numbers of all products (where applicable) on the invoice.**
13. **TECHNICAL LITERATURE:** All instruments required must be shipped with all technical manuals and preventive and operating procedures for maintaining of the instruments.
14. **DELIVERY (For Negotiation Items 1 through 9):** Vendor is requested to indicate delivery date in their Agreement. Orders will be required to be received within the delivery time specified by the Agreement. Any Vendor who fails to specify delivery time on the Negotiation Summary Sheet, SBBC will expect delivery within **30 days from the receipt of the order (ARO).**
15. **PRICES QUOTED:** Vendor agrees that, at no time, shall the prices offered to SBBC be higher than the pricing offered to any other vendor customer. Any price offered that is lower by vendor to any other customer shall be offered to SBBC.

VENDOR NAME: _____

RE/lr

SECTION 5, PRICING SHEET

		<u>UNIT PRICE</u>	
<u>ITEM 1:</u>	(ZZZZ600300001) Point of Sale, Cash Register, PCS/POS-05 Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 2:</u>	(ZZZZ600300003) Point of Sale, Cash Drawer, POS/ACD-04 Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 3:</u>	(ZZZZ600300051) Point of Sale, Software, PCS/SCMP32 Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 4:</u>	(ZZZZ600300052) Point of Sale, Software Support per school/year, PCS/SCMP-50P Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 5:</u>	(ZZZZ600300053) Point of Sale, Software District meal integration, PCS/PSMP Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 6:</u>	(ZZZZ600300054) Point of Sale, 8-Comm Board, PCS/8COM Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 7:</u>	(ZZZZ600300055) Point of Sale, 9 Pin Adapter, PCS 9 Pin Serial Adapter B Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 8:</u>	(ZZZZ600300050) Point of Sale, Key Pad, PCS/NKP-06 FREDS Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 9:</u>	(ZZZZ60030____) Point of Sale, Cash Register-Alana PCS/POS-06 Delivery Time Required: _____ days	\$ _____	ea
<u>ITEM 10:</u>	(600300055) Point of Sale, Spare parts for the above listed equipment. Please submit fixed discount and price list if available)	\$ _____	

SINGLE FIXED PERCENTAGE DISCOUNT OFFERED

VENDOR NAME: _____
RE/lr

SECTION 5, PRICING SHEET (Continued):

NOTE TO VENDOR: Review General Condition 42 prior to completing and mailing this bid.

Vendor's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO YES Vendor is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

ADDITIONAL INFORMATION

1. **MINIMUM ORDER:**

If applicable in accordance with Special Condition 8

\$ _____
dollar amount

2. **DELIVERY/FREIGHT:**

It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail below in accordance with Special Condition 14

3. **COMPANY REPRESENTATIVE:**

(See Special Condition 6)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: _____

RE/lr

**SECTION 6, ATTACHMENT 1
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under Negotiation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under Agreement, the employee will agree by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

SECTION 6, ATTACHMENT 2

INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by the awardee to the Board by Certificate of Insurance. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Negotiation Number on the Certificate.**

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Negotiation, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 6.

See also General Conditions 13 and 21.

VENDOR NAME: _____

RE/lr