



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize a non-standard agreement and purchase order with FAAC Incorporated to extend the warranty for repairing and maintaining the driving simulator as needed in Building 22 at the Institute of Public Safety. Fiscal Impact: Total Estimated cost of \$5,000.00.

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? The purpose of this contract is for the vendor to repair and maintain the driving simulator in Building 22 at the Institute of Public Safety on an as-needed basis. This will ensure the safety of both employees and students.

What procurement process or bid waiver was used and why? Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?

Yes. The funds are provided by the Tri-Party cost center AG0184.

What fund, cost center, and line item(s) were used?

The fund, cost center and line item used: FD601, AG0184, GLC64500.

Has Broward College used this vendor before for these products or services?

Yes. The contractor provided the same service in the FY 2023-2024.

Was the product or service acceptable in the past?

Yes. The Institute of Public Safety provides the most recently updated and maintained equipment for student learning.

Was there a return on investment anticipated when entering this contract? The ROI was anticipated when entering this contract by ensuring students have access to the most recently updated and maintained equipment for learning and training.

Was that return on investment not met, met, or exceeded, and how? The ROI was Exceeded. The driving simulator was inspected and proved to be in proper working order.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Yes. This contract directly feeds the Empower Student Development portion of the Social Enterprise Plan by providing a best-in-class equipment for student experiences.

APPROVAL PATH: 12053: FAAC Incorporated Driving Simulator FY 24-25

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Wayne Boulier	Dean Review		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
8	Legal Services Review Group	Review and Approval for Form and		 Completed	
9	Board Clerk	Agenda Preparation		 Completed	
10	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
11	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
12	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

EXHIBIT A



1229 OAK VALLEY DRIVE • ANN ARBOR MI 48108 • 734-761-5836 • WWW.FAAC.COM

AN ARTECH TRAINING & SIMULATION COMPANY

QUOTE

Bill To:	Broward College 6400 NW 6 Way, 3rd Floor Fort Lauderdale, FL, 33309 United States	FAAC Reference:	006261
		Other Reference:	
		Quote Date:	2024-03-26
		Expires:	2024-06-30
		Payment Terms:	NET 30

Comments: This Quote is for 12 months of Basic Extended Warranty Coverage for your Driving Simulator System.

Coverage Period: 07-01-2024 to 06-30-2025.

Warranty Account #: 000210

*Taxes: (domestic)

a.) Prices quoted do not include local, state or federal taxes unless indicated otherwise..

b.) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment direct to its taxing authority. However, FAAC will collect applicable Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, WV.

c.) If applicable, please include a copy of your Proof of Sales Tax Exemption Certificate or Direct Pay Permit with your Purchase Order or Payment.

If you will be submitting a Purchase Order, please email to CustomerCare@faac.com.
Remit payment to FAAC Incorporated, 1229 Oak Valley Drive, Ann Arbor MI 48108.
Payment can be made by EFT (preferred), Check, or Credit Card with 3% surcharge added (MC/VISA, AMEX Only).

Part Number	Description	Quantity	Price	Item Total
BASIC	Extended Warranty Program - Broward1	1	\$5,000.00	\$5,000.00
			Shipping	\$0.00
			Total Due	\$5,000.00



1229 Oak Valley Drive Ann Arbor, MI 48108 Phone: (734) 761-5836 Fax: (734) 761-5368 www.faac.com

BASIC SERVICE WARRANTY TERMS

Offered By

**FAAC Incorporated
1229 Oak Valley Drive
Ann Arbor, Michigan 48108
(734) 761-5836
Toll Free: 1-877-FAAC-DTS (322-2387)**

1. PURPOSE

The terms of this Basic Service Warranty document govern the support provided by FAAC. The fee to be paid by the customer for services rendered under this warranty is based upon each customer's system configuration.

2. COVERAGE

All FAAC provided hardware comprising a single Simulator is included under this warranty. All FAAC software components that are specified under the Simulator purchase contract are covered.

New hardware or software assemblies which are acquired from and installed by FAAC after the initial purchase of the Simulator are made a part of the Simulator and will be automatically covered under the terms of the warranty, unless otherwise noted. Hardware or software not acquired and installed by FAAC is not covered under this agreement.

The customer may receive software updates, patches and version modifications for changes made to the software sold with the Simulator. Software updates and upgrades which do not address original Simulator specifications are not included under this warranty.

The warranty does not cover normal wear and tear or consumables. These would include, but are not limited to, scratches on screens, minor luminosity changes in monitors, stuck or burnt pixels on monitors, projector or instrument panel bulbs, batteries, printer supplies, etc.

3. SERVICE FEES

The fee for this warranty is determined at the time of warranty purchase. Costs which fall outside of the scope of the warranty shall be payable at then current time and material rates plus per diem and travel expenses.

4. PHONE AND MODEM SUPPORT

FAAC provides unlimited telephone voice support, during FAAC business hours, as the primary method for identifying and resolving hardware or software problems. During a phone support call, a FAAC Service Representative may direct a customer to perform an operation on the equipment to aid in further diagnosis or repair of the Simulator. In addition, FAAC may provide telephone modem support by "dialing" into the Simulator to diagnose and/or resolve a service issue remotely.

FAAC standard telephone and modem support are available Monday through Friday from 9 am to 5 PM EDT, excluding US holidays. After hours telephone support is available 24/7 by calling FAAC.

Should a FAAC Service Representative determine that the issue cannot be resolved via voice or modem support, a corrective on-site service visit may be scheduled. It is within FAAC's sole discretion to determine whether or not a corrective on-site service visit is warranted.

5. ON-SITE SERVICE VISITS

Included in the price of this warranty are up to 2 (two) corrective on-site service visits per year. All labor, material, travel and per diem costs associated with the two visits are included. No refund or concession will be made for trips not made within the warranty period.

It is within FAAC's sole discretion to determine whether a corrective on-site service visit is necessary for a particular service issue.

Corrective service visits will be made within 3 business days of FAAC's determination of the need for such visit.

The customer is responsible for providing the Service Representative with full and free access to the Simulator(s), subject to security requirements, during the business days of Monday through Friday, and during the hours of 8:30 - 5:30 local time, excluding legal holidays.

On-site visits under this warranty cannot be used for installation, de-installation, or re-installation of equipment. These services are typically provided as part of the Simulator purchase and/or are covered under the FAAC Installation and De-installation Policy and Price Schedule, a copy of which may be obtained from FAAC upon request.

6. RETURN TO FACTORY REPAIR

FAAC may request that the customer return an assembly to FAAC for repair rather than conducting and on-site service visit. The customer is responsible for shipping costs to send equipment to FAAC. FAAC will pay for return shipment of equipment to the customer's site. FAAC shall use standard ground shipping methods in all cases.

All equipment sent to FAAC for repair must have a Return Authorization number. A Return Authorization can be obtained by contacting the FAAC Service Department.

Repair work will be completed within 5 business days from the date of receipt at FAAC.

7. PART REPLACEMENT

FAAC maintains the right to repair or replace, at its sole discretion, a part that has been found to be defective. The customer is responsible for shipping costs required to send parts to FAAC for repair or replacement. FAAC will pay for return shipment of customer parts to the customer site. FAAC shall use standard ground shipping methods in all cases.

For customers with dedicated spare parts, replacement equipment will be shipped within 1 business day.

In all other cases, where a replacement part is deemed necessary by FAAC, and that part is commercially and readily available, replacement equipment will be shipped within 5 business days.

In cases of custom fabricated or build to order components, delivery time is not guaranteed.

In some cases it may be necessary to send replacement equipment prior to FAAC's receipt of the faulty equipment. If the faulty equipment is not received within 21 business days from the date of

shipment of the replacement equipment, an invoice for replacement equipment will be generated and will be due upon receipt.

Defective or faulty parts which are replaced under this warranty become the property of FAAC.

8. RESTRICTIONS

FAAC is not responsible for repair of damage resulting from any of the following:

- a. vehicular or structural failure or accidents.
- b. misuse or abuse by the customer or third parties.
- c. unauthorized removal or movement of equipment.
- d. inadequacy or failure of electrical power or air conditioning and/or extremes in humidity or temperature.
- e. attempted maintenance by other than FAAC Service Representatives, unless directed by a FAAC Service Representative.
- f. failure of the customer to comply with instructions provided by FAAC in the Site Preparation Guide.
- g. war, fire, flood, lightning, earthquakes or other factors beyond the control of FAAC.

9. USER RESPONSIBILITY

FAAC's obligation to service is contingent upon customer's proper use of the Simulator(s) in accordance with FAAC published specifications as well as the customer's fulfillment of the following responsibilities. The customer shall:

- a. maintain the FAAC software for the Simulator at the latest version level delivered from FAAC.
- b. use the Simulator hardware in accordance with the documentation distributed to the customer by FAAC at time of installation.
- c. notify FAAC immediately if the Simulator needs maintenance.
- d. maintain the environmental and power conditions recommended by FAAC in the Site Preparation Guide for the Simulator.
- e. not move, alter, add, or attach any hardware or software to the Simulator without the prior written consent of FAAC. The warranty may be subject to an immediate revision of the fee if, in FAAC's judgment, the proper maintenance of the Simulator is hampered. The customer may attach peripheral or external devices where such interfaces are foreseen or permitted in the use of the Simulator.

Failure to fulfill these responsibilities may invalidate the warranty.

10. LAPSE IN COVERAGE

If a lapse in coverage occurs on a Simulator and the customer desires to renew Warranty coverage, two options are available. The new Warranty coverage can be paid retro-effective to the latest

warranty expiration date OR FAAC will perform a Simulator Inspection at the customer's site. The customer will be charged time and material rates plus per diem and travel expenses for such a visit.

In cases where support is provided while there is a lapse in coverage, the customer may be billed for all labor, material, travel and per diem costs associated with the support.

11. ASSIGNMENT

Neither FAAC nor the customer shall assign or transfer all or part of their rights or obligations under this warranty without written consent of both parties.

12. DISCLAIMER OF WARRANTIES

This warranty supplements the standard warranty included with purchase of the system, and is in lieu of all other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

13. LIMITATIONS OF REMEDIES

The sole remedies for FAAC's liability with respect to service or any other action provided by FAAC under or pursuant to this warranty shall be limited as follows:

- a. In no event shall FAAC's liability to the customer for damages of any nature exceed the total charges paid or payable for services under this warranty.
- b. The customer agrees that FAAC shall not be liable for any special, incidental, indirect or consequential damages or for the loss of profit, revenue, loss of use, or data, even if FAAC shall have been advised of the possibility of such potential loss or damage.

~~No action arising out of the performance of this warranty may be brought by either party more than one (1) year after the cause of action arises, except that an action for non-payment may be brought within two (2) years of the date of the last payment made.~~

14. CONTRAVENING LAW

Should any term or provision contained in this contract contravene or be invalid under applicable law, this contract shall not fall by reason thereof but shall be construed in the same manner as if such provision were deleted.

15. GOVERNING LAW

~~The rights and duties of all persons and the construction and effect of all provisions shall be governed by and construed according to the laws of the State of Michigan including the Michigan Uniform Commercial Code.~~