



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the standard contract for services with Action Target, Inc. for ITS-2025-009-OA - Gun Range Equipment Services to provide gun/firing range equipment services.

Fiscal Impact: \$90,000.00, Cumulative amount: \$0.00, Revenue: \$0.00

Presenter(s): Deborah Czubkowski, Vice President of Facilities Management

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space. This agreement is for Gun Range Equipment Services for quarterly maintenance and calibration of existing gun range equipment. This equipment currently located on the Central Campus Broward College Institute of Public Safety (IPS) facilities buildings #21 and #22. The new contract would replace the existing contract for ITS-2018-125-EH Gun Range Equipment Maintenance and Calibration that expires 01/08/2025.

In addition to preventive maintenance and repair services, the College may order consumables or long lead parts, at the College's discretion, to have on hand at the College as inventory to assist and to reduce repair cycle time. Parts and equipment prices shall include inside delivery to the specified College campus. The Vendor will receive individual purchase orders for parts and equipment specifying the ship to address. The College may issue open (blanket) purchase orders as required. Receipt of purchase 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 using an order form. Shipments received because of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

The Vendor shall provide a report to the College within ten (10) days of a service call that includes a complete description of any equipment malfunction repair diagnosis (if applicable), services performed, and parts replaced, etc.

Contract Term: Three-Year Contract from 1/9/2025 to 1/8/2028.

Renewals: The contract has three (3) one-year renewal options through 1/9/2031.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.

The procurement process utilized was bid waiver exception to the requirement to solicit competitive offers for goods or services per FLDOE Rule 6A-140734(e) and College Procedure A6Hx2-6.34 for services or commodities available from a single or sole source. The College issued and publicly noticed the ITS (Intent to Sole Source) for 15 business days.

3. Describe business rationale for the purchase and how it was procured.

(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated. Not applicable.

(B) How does the purchase support the Strategic Business Plan. Not applicable.

(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation. Action Target, Inc. (ATI) holds 50 Patents on its products, having no dealers or distributors. Their parts and services can only be purchased from Action Target, Inc. (ATI). Currently, there is equipment at Central Campus which is utilized by the Broward College Institute of Public Safety education program for police cadet students. Since this equipment is manufactured by Action Target, Inc. (ATI) the College released an Intent to Sole Source (ITS-2025-009-OA) for maintenance of gun range equipment.

(D) If a competitive solicitation process was conducted by the College, describe the process. Not applicable.
4. Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

This Executive Summary is approved by:

**Deborah Czubkowski
Vice President of Facilities Management**

APPROVAL PATH: CS 115 Gun Range Equipment Services (ITS-2025-009-OA)

Auto Complete-No IT Review Needed	Raj Mettai	10/29/2024
Department Head 3 Review	Donald Astrab	10/28/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	10/29/2024
Contract Coordinator Rejected	Janet Similien	11/20/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/22/2024
Contract Coordinator Rejected	Janet Similien	11/26/2024
Auto Complete - Budget Information Added	Contract Admin	12/4/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	12/2/2024
Procurement Review	Orlando Aponte	12/2/2024
Budget Review - Associate Vice President, Budget	Christine Sims	12/4/2024
CFO Review	Rabia Azhar	12/4/2024
Attorney Review	Kristina Raattama	12/5/2024

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20__ between the District Board of Trustees of Broward College, Florida (“College”) _____ and _____ ACTION TARGET, INC. _____ (“Vendor”) (collectively, the “Parties”), will be in effect until three (3) years original term plus three one-year renewal options (“Contract”).

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Yohannes Asgedom, yasgedom@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the 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.
- (c) 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK

BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

- 1. Each Occurrence \$ 1,000,000
- 2. Personal & Advertising Injury \$ N/A
- 3. General Aggregate \$ 2,000,000
- 4. Products-Completed Operations \$ 2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 300,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

- 1. Per Occurrence \$ 1,000,000
- 2. General Aggregate \$ N/A

E. Cyber Liability \$ N/A

F. Pollution Liability

- 1. Per Occurrence \$ N/A
- 2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne

equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Yohannes Asgedom, Senior Director, Energy Management Systems or that position’s designee, and in the case of the other party, permission must be granted by its Chief Financial Officer (CFO), Scott Wright or that position’s designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College’s best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College’s Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit “C.”

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____
Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

Contract for Services

Statement of Work

Exhibit "A"

OVERVIEW. This agreement is for Gun Range Equipment Services for quarterly maintenance and calibration of existing and any future gun range equipment. Currently, there is equipment located at Building #21 and Building #22, Broward College, A. Hugh Adams Central Campus, 3501 SW Davie Road, Davie, FL 33314.

In addition to preventive maintenance and repair services, the College may order consumables or long lead parts, at the College's discretion, to have on hand at the College as inventory to assist so as to reduce repair cycle time. Parts and equipment prices shall include inside delivery to the specified College campus. The Vendor will receive individual purchase orders for parts and equipment specifying the ship to address. The College may issue open (blanket) purchase orders as required. Receipt of purchase 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 the College as a result.

The Vendor shall provide a report to the College within ten (10) days of a service call that includes a complete description of any equipment malfunction repair diagnosis (if applicable), services performed, parts replaced, etc.

Pricing for the services is set forth on Exhibit A-1.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the Vendor prior to the end of the current contract period. The Vendor will be notified when the recommendation has been acted upon by the College.

ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED. Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 day written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. Additionally, the College reserves the right to purchase

products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

Additionally, the College may, upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Facilities Management Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The

College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

NO SUBCONTRACTING. Vendor MAY NOT subcontract the gun range equipment services.

SCOPE OF WORK.

1. QUARTERLY MAINTENANCE SCOPE/SPECIFICATIONS FOR GUN RANGE EQUIPMENT

CURRENT LOCATIONS

Broward College, A. Hugh Adams Central Campus, 3501 SW Davie Road, Davie, FL 33314. Building #21 and Building #22

TOWER/CONTROL ROOM

- Test computer, monitor, and printer.
- Update range software to the latest versions (if appropriate).
- Run standard software programs and scenarios.

TARGET SYSTEMS

- Test valves and pistons. Adjust target speed. Replace valves and pistons as needed.
- Grease actuator bushings. Replace as needed.
- Inspect and secure electrical connections and air connections.
- Inspect and test functionality of target retrievers including keypads and computer.
- Verify retriever cable tensions and adjust as necessary.
- Cycle and adjust tension on running targets.
- Provide general inspection to diagnose any potential problems.

ELECTRICAL COMPONENTS

- Test voltage levels at the power supply and target locations.
- Test functionality of each interface component.
- Clean and secure enclosures.

COMPRESSOR AND AIR LINES

- Check oil level and air filter. Replace as needed.
- Drain water condensation buildup.
- Check air dryer system functionality.
- Test entire system for leaks.
- Verify and adjust correct pressure settings.

BULLET TRAP

- Empty lead collection canisters and replace as necessary.
- Inspect impact plates, joint strips, deflectors, and deceleration chambers (inside as well).
- Inspect and tighten loose joints and unions.

NOTE: Replacement of bullet trap components may be required. This will be an added cost to customer.

SCREW CONVEYOR SYSTEM

- Check general functionality of the Screw Conveyor System.
- Check hanger bearings for wear and damage. Replace as needed.
- Check discharge system and collection barrel.
- Check circuit breakers, thermal overloads, and verify start-up procedures.
- Check gear boxes for lubrication.

DUST COLLECTION UNIT

- Check general functionality of the Dust Collection Unit.
- Check and service DCU air compressor.
- Check photohelic set points and adjust static pressure controls as necessary.
- Verify and test purge cycle functionality.
- Check Dust Collection Unit filters. Replace as needed.

2. SERVICE

Vendor shall abide by all local, state, and federal regulations and reporting requirements regarding the removal and disposal of lead and any other incidental potentially hazardous or special containing materials associated with this project.

All work shall be completed within the guidelines for the best management practices for indoor ranges as defined by the Environmental Protection Agency (EPA) and in accordance with all current local, state, federal laws or regulations from agencies such as the Environmental Protection Agency (EPA) and the Florida Department of Environmental Quality.

Preventative and regular maintenance and cleaning for the firing ranges will be required quarterly. Should additional maintenance be required, College reserves the right to contract additional services with the Vendor.

A master range schedule for the gun ranges is prepared annually by the Institute of Public Safety. This master schedule will have built in maintenance days. Maintenance by the Vendor will be scheduled to occur on the specific days/times that are scheduled for maintenance in the College's annual master range schedule, unless directed otherwise by

the Facilities Department designee. Vendor must ensure that all maintenance that Vendor performs is scheduled with, and approved by, the Facilities Department.

Vendor shall be contacted by the Facilities Department, Yohannes Asgedom or designee, for dispatch of services under this contract. Due to possible emergency situations, delays in response time will not be acceptable.

The following response time for work situations are expected at the quarterly rate and optional hourly pricing:

RESPONSE TIME & WORK HOURS. Schedule for routine maintenance shall be coordinated with College. Response time on repairs shall not exceed four (4) days from time of notification. Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

WORKING HOURS. The standard workweek shall be considered Monday through Friday, from 7:00 AM to 4:00 PM, excluding normal federal holidays granted to College employees. All other times are considered non-standard. As directed by the College authorized representative, the Vendor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.

WORK SCHEDULING. Vendor shall endeavor to complete all requested work during standard workweek hours. Should it be determined that work cannot be completed during the course of standard workweek hours, the Vendor shall provide such information to authorized College representative with a request to authorize such non-standard time labor. Written authorization from the College or authorized designee/representative must be received prior to commencement of such work.

RESPONSE TIME. Vendor will be on site and commencing services within four working days, unless otherwise scheduled with the College, during standard work week College hours. Standard workweek hours are Monday through Friday from 7:00 AM to 4:00 PM, excluding normal federal holidays granted to College employees. A pattern of response failure may result in the termination of the contract.

NON-STANDARD HOURS AUTHORIZATION. All work performed outside of standard working hours must be approved in advance by an authorized representative of the College. The College shall only pay the appropriate rate commencing when the Vendor's personnel report to the College's authorized representative and ending when the work is complete.

3. COMMENCEMENT OF WORK, PREVENTIVE MAINTENANCE, OR SHIPMENT

No commencement of work, preventive maintenance, or shipment of goods shall begin until such time as Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected.

PRIOR TO COMMENCING WORK. Contractor shall submit a written proposal of time and materials for each repair to the designated College representative for authorization and approval prior to commencing work.

4. CALLBACK/FOLLOW-UP WORK

Vendor shall complete work during the service call so as to prevent follow-up work. Callback to correct work shall not be charged to the College if, in the sole determination of the College or authorized designee, such callback is a result of improper repairs, installation, or substandard parts.

5. VENDOR'S RESPONSIBILITIES

Vendor shall coordinate all activities with the designated College representative.

Vendor shall complete all work to the satisfaction of the designated College representative.

Vendor shall not use the College dumpsters, trash bins, or other contracted services to dispose of the materials.

Vendor shall arrange for a timely inspection of the completed work or project with the designated College representative.

Vendor shall post all normal safety signs, necessary light, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.

Vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.

Vendor's employees shall wear uniform shirts with identification name tags to include employee's name, company name and/or logo.

6. STORAGE OF MATERIALS

Vendor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

7. DEBRIS

Vendor shall be responsible for the prompt removal of all debris, which is result of delivery.

8. REPLACEMENT UNITS

When, in the Vendor's opinion, the service requirements or the cost of replacement parts exceed the value of the unit under repair, and the replacement of the unit would be in the best interest of the College, the Vendor shall recommend, in writing, the replacement of the unit.

The Vendor's written recommendation shall include a complete description of the repair problem, a cost breakdown for labor and repair parts, and the replacement cost of the unit. The Vendor will be notified of the College's decision on the recommendation.

9. WARRANTY

Only manufacturer's authorized parts shall be used for repairs. All replacement parts shall be new and fully warranted by the manufacturer, and whenever parts are replaced, the Vendor shall ensure that all warranty conditions are met. Vendor shall provide College's authorized representative with a complete written record of all parts installed.

Vendor shall fully guarantee the cost of parts and labor for a period of one year for all items after date of delivery, installation and acceptance by an authorized representative of the College, to provide the College with an "on-site" warranty. In the event a dispute on requested repairs between department/center and the Vendor, the decision of the College shall be final and binding on both parties.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the warranty period, the Vendor shall repair and replace same, at no cost to the College, immediately upon written notice from the College's authorized designee.

Vendor may or may not include manufacturer's warranty; however, it will be the responsibility of the Vendor to warrant all new purchases for one year "on-site" after date of delivery, installation and acceptance by an authorized representative of the College, at no additional charge to the College.

10. PURCHASE OF PARTS

All parts purchased for this contract must be new and come with the standard manufacturer warranty. The College will not be liable for any defective purchase products by the Vendor.

Vendor may be requested to replace damaged materials in the course of repair or service to equipment. Replacement parts may be purchased under this contract at the discretion of the authorized College representative or designee per the discount awarded bid/quoted or at no greater than the mark-up awarded bid/quoted. These materials purchased under this

contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the Vendor's bid/quoted discount or bid/quote mark-up. Any remaining materials, after project completion, become the property of the College. The College is under NO OBLIGATION to purchase materials under this contract if the parts and supplies can be purchased on other College contracts

11. QUANTITIES

The quantities listed are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

12. SERVICE/INSPECTION REPORTS, INVOICES AND PAYMENTS

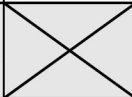

INSPECTION REPORTS. It is the Vendors' responsibility to:

- Provide written service/inspection reports detailing the conditions and status to the contact person.
- Include on the Service Reports:
 1. Arrival and departure times of every technician on the job.
 2. The date performed.
 3. Location.
 4. Parts/equipment provided, and service performed.
- Include on each service report any condition(s) found which may adversely affect the proper function of the system.
- Obtain a signature from the site contact person or his designee.
- Leave a signed hard copy of the service/inspection report with the contact person or his designee prior to leaving the site.

INVOICES AND PAYMENTS. It is required that all invoices match the service/inspection reports performed for that job.

- Including hours actually on the site.
- All invoices must be itemized to include any parts covered under the Parts Markup or Parts Discount.
- All Invoices must be accompanied by the receipts (copies) showing the Vendor's costs for parts, equipment and materials if applicable.
- Do not charge for "Miscellaneous supplies or charges".
- Do not charge for travel time. Only time on site will be allowed.
- Invoices shall be sent to instruction included on the Purchase Order.
- With a copy of the invoice emailed to College staff member assigned for the contract.

ITS-2025-009-OA - GUN RANGE EQUIPMENT SERVICES
CONTRACT FOR SERVICES
EXHIBIT A-1 PRICING

Item	Unit of Measure	Description	Estimated Quantity	Unit Price	Estimated Total Price
1	Quarterly	A. Hugh Adams Central Campus – Bldg. 21 Gun Range Equipment Services, in full accordance with the terms, conditions, and specifications of the contract.	4	\$2,300.00	\$9,200.00
2	Quarterly	A. Hugh Adams Central Campus – Bldg. 22 Gun Range Equipment Services, in full accordance with the terms, conditions, and specifications of the contract.	4	\$2,300.00	\$9,200.00
3	Daily	Additional maximum amount added to quarterly service rate for technician's rate for work on nights or weekend.	1	N/A	N/A
4	Daily	Additional maximum amount added to quarterly service rate for technician's rate for work on normal federal holidays granted to College employees.	1	N/A	N/A
5	Daily	Daily rate for work not covered in quarterly service rate, for work on all days excluding nights, weekends and normal federal holidays granted to College employees.	1	\$2,300.00	\$2,300.00
6	Daily	Daily rate for work not covered in quarterly service rate, for work on nights and weekends.	1	N/A	N/A
7	Daily	Daily rate for work not covered in quarterly service rate, for work on normal federal holidays granted to College employees.	1	N/A	N/A
8	Day	Not to exceed amount for service call for emergency service, to include up to one full day of service.	1	\$2,300.00	\$2,300.00
9	Day	Not to exceed amount for service call for emergency service, additional days.	1	\$1,500.00	\$1,500.00
ESTIMATED TOTAL PRICE					<u>\$24,500.00</u>

Applicable rates shall include all applicable taxes, benefits, overhead and profits (including lodging, meals and transportation).

Items #3, #4, #6 & #7 - Vendor technicians do not work on weekends or nights or holidays. Vendor has tech support line that College can call on weekends and nights for a phone visit.

Item #9 – Daily rate after 1st day of service, has to be consecutive after the first day of service.

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): ACTION TARGET, INC.

Contract/Work Order/Purchase Order (P.O.) # ITS-2025-009-OA - GUN RANGE EQUIPMENT SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # ITS-2025-009-OA - GUN RANGE EQUIPMENT SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

ACTION TARGET, INC.

Contractor Name (Print)

Click or tap here to enter text.

Authorized Representative (Print)

Signature

Date