



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to accept a non-standard agreement with Certiport for the purchase of Adobe Pro Classroom License Full Suite, Apple Swift Classroom License and Cisco Exam Site License by utilizing bid waiver (information technology). Fiscal Impact: \$15,003.00

Presenter(s): Priscilla Suarez, Vice Provost, Academic Services

What is the purpose of this contract and why is it needed? Certiport provides industry certification exams that align with the workforce courses and programs offered at Broward College. By obtaining certifications such as those offered by Certiport, our students gain credentials that make them eligible for employment in various industries including, but not limited to: graphic design, digital media, information technology, and application development. This contract will allow our Testing and Assessment Centers to administer key industry certification exams that help students become more marketable in their search for gainful employment.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes. This new project will be funded by CAPE monies currently in the Testing and Assessment budget. Each of these certifications are also on the current CAPE funding list and will qualify for funding during the next CAPE funding submission window.

What fund, cost center and line item(s) were used? CC0053 FD100 Line Item:6500 (Professional Fees).

Has Broward College used this vendor before for these products or services? No. Although we use Certiport for Quickbooks certification, this is the first time we purchase these specific industry certification exam licenses.

Was the product or service acceptable in the past? Not applicable

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, this is tied to retention, completion, and job placement.

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.

FISCAL IMPACT:

Board Item

Description: Estimated \$15,003.00 : CC0053, BU030, FD100, PG00054

Meeting of December 10, 2024

10/29/24

CC0053 · CLEP Exam



























(\$15,003.00)

APPROVAL PATH: 12497 Certiport - Adobe Pro Classroom, Apple Swift Classroom, and Cisco

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Priscilla Suarez	Vice Provost Review		 Completed	
2	Jamonica Rolle	Provost and SVP of Academic Affair		 Completed	
3	Alina Gonzalez	Review		 Completed	
4	Raj Mettai	Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Orlando Aponte	Procurement Approval		 Completed	
7	Christine Sims	Budget Departmental Review		 Completed	
8	Rabia Azhar	CFO Review		 Completed	
9	Legal Services Review Group	Review and Approval for Form and		 Completed	
10	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
12	Board Clerk	Agenda Preparation		 Pending	
13	District Board of Trustees	Meeting	12/10/24 11:00 AM	 Pending	



A PEARSON VUE BUSINESS

Prepared By Travis Qualls
 Email travis.qualls@pearson.com
 Created Date 7/22/2024
 Expiration This quote is valid until 11/29/2024
 Quote Number 00147061
 Certiport ID 90019756

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
 1633 W. Innovation Way, 5th Floor
 Lehi, UT 84043
 USA

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

travis.qualls@pearson.com

Bill To Name Broward College - Central Campus
 Bill To The District Board of Trustees of Broward College,
 6400 N.W 6th Way, 3rd Floor
 Accounts Payable
 Ft. Lauderdale, FL 33309
 USA

Ship To Name Broward College - Central Campus
 Ship To 3501 SW Davie Road
 Bldg. 13
 United States
 Fort Lauderdale, FL 33314
 USA



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Prepared For

Marc Webb

mwebb@broward.edu

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include Adobe Pro Classroom Lic Full Suite+, Apple Swift Classroom License, and Cisco Exam Site License.

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

The quote incorporates the Broward College Supplemental addendum executed April 29, 2022. In the case of conflicting terms, the Supplemental addendum shall control.

Grand Total \$15,003.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government.



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under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Intentionally Left Blank.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Intentionally Left Blank.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Florida, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.