



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 the contract amendment and increase in fiscal authority with SSIA Technologies LLC for Technology Upgrades for the Buehler Planetarium by utilizing bid waiver (single/sole source). Fiscal Impact: Estimated \$106,965.00 (cumulative \$263,335.00)

Presenter(s): John Thornton, Vice Provost, Academic Operations

What is the purpose of this contract and why is it needed? DigitalSky Dark Matter was designed for live presentation and the palette of possibilities is endless. Smoothly transition from a live realtime visualizations, to a prerendered movie, to an incoming stream, and even to another software package, all from within Dark Matter. This program will modernize our use of the planetarium with live updates and information. Capture cards add support of 3rd party software.

What procurement process or bid waiver was used and why? Florida Administrative Code Rule 6A-14.0734(2)(h) and College Procedure A6Hx2-6.34 provide the following exception to the requirement to solicit competitive offers for goods and services: Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, this expenditure makes use of funding provided by the Broward College Foundation.

What fund, cost center and line item(s) were used? Yes, funds available in FD206,CC0026 GLC 76000.

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

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? No.

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? Not applicable.

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:

Description: \$106,695 worktags: CC0026, FD206, PG000422, BU010, GR001257

CC0026 · Bailey Hall Operational

(\$106,965.00)

GR001257 Buehler Planetarium Fund



Document Number
SSIAQ1711

Prepared For
Broward College
Terence Kirchgessner
Technical Director, Bailey Hall



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QUOTE #	SSIAQ1711
DATE	7/11/2024

Prepared For:
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Prepared By:
 Beth Moger
 Account Manager

 720.280.7122
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PO Number	Payment Terms	Valid Through
	Please see below	Oct 11, 2024

Qty	Description	Unit Price	Ext. Price
1	Remote Service Agreement, one year		
		Subtotal	\$4,600.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		Grand Total	\$4,600.00

The offered Remote Service Agreement is described in the following pages.
 Price does not include any applicable taxes.
 Thank you for allowing us the opportunity to be of service to Broward College.

Remote Service Agreement

Remote Service Agreement allocates 20 hours of remote support per contract term of one year. Remote support under this agreement includes priority telephone, email, and remote login support (where a firewall is provided) during SSIA Technologies business hours.

The Remote Service Agreement includes the repair or replacement of equipment provided by SSIA Technologies that is still under warranty at the time of malfunction. If available, hardware under repair may be replaced by loaned equipment until the repair is completed or a permanent replacement is provided (customer pays shipping both ways for equipment under loan). Installation or other on-site services are not included.

Payment Terms

Balance invoiced net 30 upon receipt of a Purchase Order.

Annual contract period will commence upon the date a Purchase Order is received. Future year contracts may renew on that same date. Remote service hours do not roll over to the next contract year. Please advise if an on-site preventive maintenance and service visit is desired.

Shipping Terms

Actual shipping costs (if any needed) will be invoiced at cost.

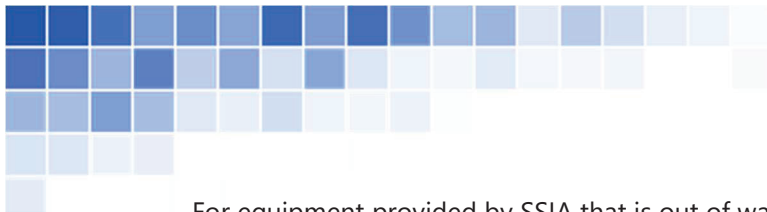
Accessing Technical Support

Technical support may be reached via email at support@ssia.tech, or by telephone at 603-600-5161 during business hours (Monday-Friday, 9am-5pm Eastern Standard/Daylight Time). Outside of business hours, please contact us to arrange a return call from a SSIA Technologies technical support person.

Equipment Repair

For any equipment provided by SSIA that is still under warranty, SSIA Technologies will repair or replace the faulty system component free of charge, supplying a functioning spare during the repair period when available. On-site installation not included.

In the event that a component failure under warranty cannot be remedied via telephone or remote support, the failed component shall be shipped to SSIA Technologies or an alternative repair site selected by SSIA Technologies. Components needing repair must first be assigned a Return Authorization (RA) number by a SSIA Technologies technician, then packed securely, insured for shipment, and sent to SSIA Technologies or the alternative repair site. The Client will pay the cost of shipping of faulty components between the Client Site and either Nashua, New Hampshire or an alternative repair site selected by SSIA Technologies. SSIA Technologies will pay the cost of return shipping (standard ground) of the components from Nashua, New Hampshire to the Client Site. If the Client wishes to have express shipping, the difference in cost between standard ground service and express shipping will be paid by the Client.



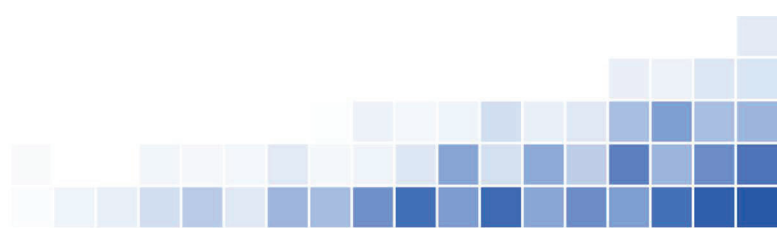
For equipment provided by SSIA that is out of warranty, SSIA Technologies will make every reasonable attempt to have equipment repaired. SSIA Technologies will provide customer with an estimate for repair of the equipment for approval prior to any repair.

In the case of equipment that cannot be repaired due to product discontinuation and/or unavailability of spare parts, replacement of the faulty equipment is not covered in this contract and shall be dealt with on a case-by-case basis. All items subject to normal wear (and the associated labor to repair them), such as lamps, fuses, bulbs, photographic images, belts, rollers, batteries, tape heads, etc. are not included. Failure due to vandalism, misuse, abuse, neglect, or Force Majeure is not included.

No other warranties are expressed or implied. Responsibility for consequential damages is excluded. Inclusion of Warranty Service text does not imply that existing equipment is currently under warranty.

Thank You!

We very much appreciate and thank you for the opportunity to provide our services.





Document Number
SSIAQ1521-C

Prepared For
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QUOTE #	SSIAQ1521-C
DATE	8/28/2024

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PO Number	Payment Terms	Valid Through
	Please see below	Oct 8, 2024

Qty	Description	Unit Price	Ext. Price
	PC Components and Software Upgrade		
1	DigitalSky Dark Matter license, upgrade >10,000		
10	Windows OS upgrade		
10	Graphics card for DigitalSky Dark Matter		
1	SSIA configured firewall		
1	Installation, travel expenses included		
4	Software training day, on site, travel expenses included		
	SubTotal		\$71,743.00
	DSPerfectSky Automatic Alignment and Calibration System		
1	DSPerfectSky, add-on		
	SubTotal		\$10,834.00
	4K UHD Video Capture System		
9	Video Capture add-on, per renderer		
	SubTotal		\$14,075.00

Qty	Description	Unit Price	Ext. Price
	Subtotal		\$96,652.00
	Sales Tax		Not Included
	Shipping		Billed at Cost
	Grand Total		\$96,652.00

Payment Terms:

50% deposit due with order

50% + actual shipping cost due upon completion of training

Price quoted does not include any applicable taxes.



Document Number
SSIAQ1688

Prepared For
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QUOTE #	SSIAQ1688
DATE	5/7/2024

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PO Number	Payment Terms	Valid Through
	Please see below	Jul 8, 2024

Qty	Description	Unit Price	Ext. Price
	Laptop Workstation		
1	SSIA Production Laptop, configured for DSDM		
	DigitalSky Dark Matter installed and configured		
Subtotal			\$5,713.00
Sales Tax			Not Included
Shipping			Billed at Cost
Grand Total			\$5,713.00

Payment Terms:
 50% deposit
 50% plus actual shipping costs due upon delivery
 DigitalSky Dark Matter is installed using the 1 offline license allowance included in primary DSDM license.
 Thank you for allowing us the opportunity to be of service to Broward College.

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Payment for this project will be submitted in two phases: a 50% deposit will be invoiced upon receipt of a Purchase Order, and 50% plus actual shipping costs will be due upon completion of installation and training. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

6. Indemnification. For value received, the Vendor shall indemnify and hold the BC, 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 Agreement. 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 Agreement. This paragraph shall survive the expiration or termination of this Agreement.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees 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 arising out of the rights granted by Vendor to BC under the Agreement. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. This paragraph shall survive the expiration or early termination of the Agreement.

8. 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 BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation,

warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. Governing Law, Sovereign Immunity and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

16. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii)

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SUPPLEMENTAL ADDENDUM - SOFTWARE**

furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

17. Vendor's Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should 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 Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC 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 Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.

(d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the BC

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

18. Information Technology. If Vendor has access to any of the College's technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and

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prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of

services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

19. Compliance with Export Control Regulations.

The Vendor acknowledges they must comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

20. PCI DSS. If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

21. Deletion. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly

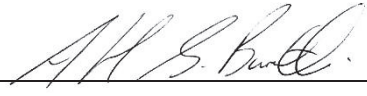
**BROWARD COLLEGE
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referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

22. Public Availability of Agreement. Notwithstanding anything to the contrary in the Agreement, BC shall have the right to include the Agreement and associated materials in BC's Board of Trustees agenda materials. Agendas and related materials are posted online on BC's website and all materials referenced on the agenda are available for viewing by anyone who accesses the agenda.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: SSIA Technologies LLC

By: 
Name: Annette Sotheran-Barnett
Title: Co-Founder and Director
Date: January 3, 2025



Document Number
SSIAQ1639

Prepared For
Broward College
Terence Kirchgessner
Technical Director, Bailey Hall



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QUOTE #	SSIAQ1639
DATE	2/5/2024

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PO Number	Payment Terms	Valid Through
	Please see below	Mar 25, 2024

SSIA is pleased to offer the Buehler Planetarium a professional-grade upgrade to the current fulldome system using two of the next generation VS4010 projectors from JVC. Please find a table of pricing below, with specifications and company information following.

Qty	Description	Unit Price	Ext. Price
2	JVC VS4010 4K laser projector		
2	Signal path with extender		
1	On-site installation and calibration		
	Travel expenses included		
Subtotal			\$156,370.00
Sales Tax			Not Included
Shipping			Billed at Cost
Grand Total			\$156,370.00

Payment Terms:
 50% deposit due with order
 35% + actual shipping costs due upon delivery
 15% due upon completion of installation
 Price does not include any applicable taxes.

Planetarium Projector Upgrade

SSIA proposes upgrading the planetarium system currently installed at the Buehler Planetarium by replacing the SH7 projectors with the next generation VS4010. We recommend the JVC VS4010 projectors due to their balanced specifications, offering more brightness than your current system while maintaining a contrast ratio ideal for realistic astronomy simulation. We have negotiated a trade-in discount on the projectors, as the VS4010 is a direct replacement of the SH7 using laser phosphor technology. The new projectors will fit onto the same stand and mount and will make continued use of the current lenses and optical masks used to create a blended and aligned full-dome image. This reuse of durable materials, as well as the trade-in discount for decommissioning the SH7 projectors, represents significant cost savings on upgrading the full-dome system. That said, there are many options available for full-dome theaters, and if the systems proposed does not exactly fit your needs, please reach out to us and we will refine or design an alternative solution.

Proposed Projection System Specifications

4K Projection Upgrade	
Projector model	JVC VS4010
Number of projectors	2
Light source	Laser
Lifetime of light source (to 50% brightness)	20,000 hours
Native resolution of projector	4096 x 2400
Pixels on the dome meridian	4,096
Contrast ratio of the projector	10,000:1
Projector brightness (each)	6,000 lumen
Current lens compatible	Yes
Current optical mask compatible	Yes
Current stand and mount compatible	Yes
Brightness on the dome <i>Including cross-bounce</i>	1.43 foot-lambert
Projector noise	<39 dB at 1m
Number of computers used (from current cluster)	10

Values are calculated per our understanding of architectural conditions at the Buehler. Actual results may vary slightly.

4K JVC VS4010

The VS4010 projector used in this upgrade is the next generation of the JVC SH7 currently used at Buehler Planetarium and has a brighter, laser illuminated optical system with up to 12-bit color depth that delivers 6,000 lumens of light per projector with a contrast ratio of 10,000:1. This will provide a 20% increase in brightness as compared to the current system when it was new. Laser projectors afford the owner many benefits, including never having to change expensive consumable parts such as lamps, typically a cooler operating temperature, and richer colors in the red and blue/violet parts of the visible spectrum that last. The VS4010 is also quiet, producing just 39 decibels as measured at a distance of one meter. The VS4010 has nearly the same body design as the SH7 (just a few inches longer), so can be dropped into the same stand (with modifications performed by our engineers on site if needed) and use the same lenses. The reused lenses will be cleaned during installation to ensure like-new performance. SSIA will also include a new signal path to the computer cluster to ensure stability after the upgrade.



JVC VS4010

Although the current computers may be used with component upgrades to feed these new projectors, upgrading to a new graphics cluster is recommended and will allow for the reduction in the number of renderers needed from 10 (as current) to six (two renderers per projector, one audio renderer, and one master control) as well as vastly improve the graphical capabilities and performance of the system. Pricing for adding a computer cluster upgrade, at this stage or at a later date, will be provided upon request.



About SSIA Technologies

SSIA provides consultation, systems engineering, design, installation, support, service, preventative maintenance, instruction, astronomy software, and show creation/licensing for immersive theaters, domed environments, and planetariums. We work primarily in the science education, visitor attraction and arts entertainment sectors. Our extensive networks of exceptional partner organizations, vendors, and individuals allows us to propose and deliver a product and a team to meet and exceed the goals for each individual project and client. Our efficient and agile structure allows us to be innovative and responsive to client budgets and time constraints.

SSIA partners with Sky-Skan International (SSI) and shares ownership of DSDM. The partnership provides synergistic product development, management, and support services. With over 30 years of experience installing and maintaining planetariums throughout the world, key personnel at SSIA and SSI bring relevant and hard-earned experience in the planetarium and science center community to this project. Our combined staff includes former planetarium directors and technicians, astronomers, software engineers, instructors, show producers, and a team of fabrication, support, and installation engineers.

Technical & Management Competence

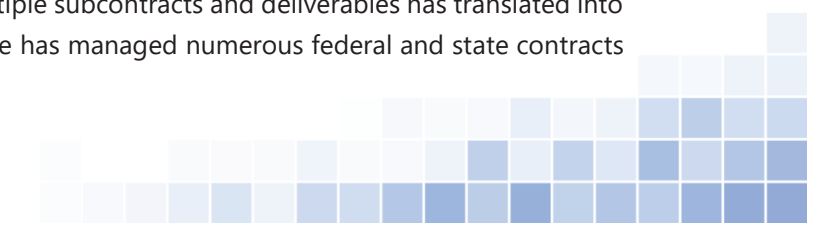
The core team that will be responsible for the design, delivery, and installation of the new projectors at Buehler Planetarium includes individuals with extensive prior experience working on landmark projects in the planetarium industry.

SSIA's Co-Founder and Technology Director, George Barnett, has overseen the installation of over 100 planetarium projects over his career and has participated in many more installations around the world. George has been responsible for the systems design of dozens of theaters and has frequently acted as the contract manager and safety officer on site having completed over 30 hours of OSHA training.

Every theater is a unique combination of geometry, construction, physical space, and programming needs, and the satisfaction of delivering innovative system designs by finding the best solutions to provide spectacular audience engagement drives the entire team at SSIA.

George and core members of our engineering team, Dan Collura, Martin Weiss, and Troy Whitmer regularly attend trade shows, undertake manufacturer training courses for certifications, and are always on the lookout for improvements that can be brought into the dome to form systems that are higher performing and provide better value. This stellar team has been working together for over a decade to deliver award-winning visitor attractions. They pride themselves on being responsive and exacting in their approach to delivering and maintaining excellent audio-visual systems and programming. Collectively they bring decades of relevant and collaborative experience to the team.

SSIA is also experienced in the production, provision, and licensing of exceptional theater content. SSIA Co-Founder and Business Development Director, Annette Sotheran-Barnett, is an award-winning fulldome producer. She has produced 11 fulldome shows including a signature adaptation for NASM, Frost Planetarium, Miami and Tellus Word of Science Edmonton, Canada. Annette uses her expertise in understanding the program needs of a theater to advise on and recommend content and is also able to bring together and direct talent to produce blockbuster content from scratch. Her experience managing six and seven figure production contracts with often multiple subcontracts and deliverables has translated into her also managing complex project contracts. Annette has managed numerous federal and state contracts




relating to planetarium theater installations that SSIA won and will bring that attention to budget detail and contractual needs to the execution of this contract.

SSIA recognizes the importance of assigning a dedicated, go-to Account Manager to ensure strong customer relations long term. Beth Moger has been assigned to developing and maintaining customer relationships to promote satisfaction and growth. Beth draws on a diverse background of senior leadership roles in amusement centers, service industries, and planetariums. With 15 years of management experience, Beth has both the keen focus and big-picture awareness needed to keep client needs at the forefront. Beth came to the planetarium industry fourteen years ago as an Educator and Programs Manager at Fiske Planetarium before being drawn to the vendor side of the business for the opportunity to promote science outreach planetariums and science visualizations. Beth is also an astronomer and passionate about using the planetarium space to further learning and public engagement with science in creative ways, making her a great go-to resource for Broward College.

Past and Relevant Experience

We understand that the evaluation of vendors for completing this revitalization will particularly look at the track record of delivering high-end audio-visual planetarium systems. The people who will be doing the actual work need to have the right technical background and passion for this industry. There are approximately 250 theaters worldwide that rely on the DigitalSky software platform and the team below to bring science visualizations and education to students and audiences around the world. Below are a select few recent installations by SSIA.

Some Recent Installations by SSIA Technologies

	<p>A 10K resolution projection system and seating upgrade was installed October 2022, adding to a computer server and sound system upgrade installed in 2021.</p> <p>This DigitalSky Dark Matter theater presents live and pre-recorded school, public and entertainment shows. The theater is also used for facility rentals and live presentations.</p>
<p>McAuliffe Shepard Discovery Center, Concord New Hampshire-</p>	<p>Project completed October 2022</p>



This is a 4k laser projection system running DigitalSky Dark Matter, SCS Automation, a SSIA Surround Sound system with Assisted Listening system, auxiliary presentation projector, stage and spot lighting, and a spares package. It is a 68 ft dome with 220 seats.

Morehead Planetarium, University of North Carolina, Chapel Hill North Carolina

Project completed September 2022



The Davis planetarium is a 144 seat 50ft dome in a major science center. It wows its visitors with a 4K fulldome system, SSIA 5.1 surround sound and SCS Automation. This is a 2022 full update of an existing DigitalSky theater. This theater plays a mix of pre-recorded fulldome shows and some live performances.

Davis Planetarium, Maryland Science Center, Baltimore, Maryland

Project completed March 2022



Fayetteville State University Planetarium, Fayetteville North Carolina

The FSU Planetarium upgrade process has taken several years with phased fundraising and includes a ten projector 4K fulldome laser projection system (installed before 2021), DigitalSky Dark Matter, 65 seats, LED cove lighting, SSIA 5:1 surround sound system, and SCS Automation. Shows are primarily produced in house and live with occasional pre-recorded content.

Project completed April 2022



This 4K system, on a 50ft dome, is used for presenting own custom produced shows plus the occasional licensed program. The college produces shows with a religious theme and also uses the planetarium as an integral part of all Astronomy courses. Recent upgrades included software and sound system.

Pensacola Christian College, Pensacola Florida

Project completed May 2022



The Rollins Planetarium seats 104 under a 40ft dome and is an existing client with a DigitalSky system and a traditional star projector. The theater provides educational school shows, public shows and entertainment shows. They are currently fundraising for an all systems upgrade but recently were able to go ahead with a major upgrade to their sound system to support the sellout entertainment shows and events.

Young Harris College, Young Harris Georgia

Project completed June 2022



30ft dome, 65 seats. DigitalSky Dark Matter and fulldome content.
4K fulldome projector (fisheye), mostly live educational shows at a High School.

North Penn High School Lansdale, Pennsylvania

Project completed June 2022



The Jordan planetarium offers a wide range of programming for schools and the public, including music/entertainment and projecting live images from its observatory into the dome. Recent upgrades to this existing 4K DigitalSky fulldome theater include computer/software, Video Capture, and content.

Versant Power Astronomy Center and Jordan Planetarium, Orono Maine

Project completed June 2022



A small but locally very significant cultural facility at the Windward Community College, the Hokulani Imaginarium provides live and pre-recorded programming to local schools, college students and visitors using a 4K DigitalSky Dark Matter™ system, SCS Automation, SSIA 5.1 Sound system, cove lighting and many extras including an in-seat interactive system. SSIA also created custom cultural opening show segments.

Hokulani Imaginarium, University of Hawai'i Foundation, Kaneohe, Hawai'i

Project completed August 2021



The NJ State Museum was founded in 1895 and moved to its current facilities - a newly created Capitol Cultural complex - in 1964. This facility, with 140 seats, attracts school groups, tourists and locals alike with a broad mix of innovative live and pre-recorded programming, including laser shows in its 40ft dome. This is a system upgrade to an 8k resolution DigitalSky Dark Matter system, 5.1 surround sound, lighting etc.

New Jersey State Museum, Trenton New Jersey

Project completed October 2021



SSIA is providing a 4K laser illuminated projection system with SCS Automation, integrating with the existing DigitalSky computer server, software, a sound system, and fulldome content. This planetarium is used primarily for K-12 education.

Nashua High School South Planetarium, Nashua New Hampshire

Project completed December 2022



SSIA provided a new 4K laser projector and cinema 3D System for this flat-screen theater with DigitalSky Dark Matter, SCS Automation, and integrations to the existing sound system and lighting.

Marston Exploration Theater, Arizona State University, Tempe AZ

Project completed December 2022



SSIA provided a double brightness 4k laser projection system running DigitalSky Dark Matter, SCS Automation, a 5.1 Surround Sound system, LED cove lighting, a spares package, and fulldome content

The Space Place at Carter Observatory, Wellington New Zealand

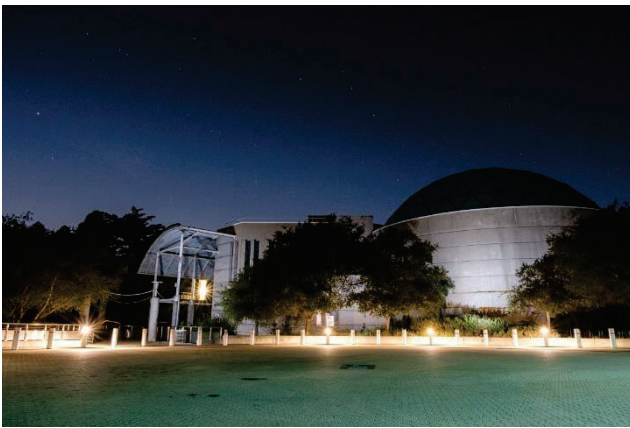
Project completed March 2023



SSIA is providing an 8K full system upgrade including six laser projectors, computer server, 5.1 Surround Sound system, SCS Automation, special effects and spot lighting, DigitalSky Dark Matter, Video Capture, and fulldome content. This hallmark DigitalSky theater presents live and pre-recorded public and entertainment shows and is a producer of fulldome content. The theater is also used for facility rentals and live presentations.

The Franklin Institute, Philadelphia PA

Project completed April 2023



SSIA is providing a new laser-illuminated 8K projection system including six projectors, new computers with video capture, upgrades to the sound system, SCS Automation, DigitalSky Dark Matter, offline workstations, a spares package, and fulldome content.

Chabot Space and Science Center, Oakland CA

Completed June 2023



SSIA is providing a 4K laser fulldome system including two projectors, four graphics renderers, DigitalSky Dark Matter, video capture, DSPerfectSky, SCS Automation, a 5.1 sound system, RGB cove lighting, offline workstations, a spares package, and fulldome content.

Framingham State University, Christra McAuliffe Center, Framingham MA

Completed August 2023



SSIA provided a 4K laser fulldome system including two projectors, four graphics renderers, DigitalSky Dark Matter, video capture, DSPerfectSky, SCS Automation, a 5.1 sound system, RGB cove lighting, an offline workstation, a spares package, and fulldome content.

ELCO Middle School, Myerstown PA

Project completed October 2023



SSIA provided a 10K laser fulldome system including ten projectors, twelve graphics renderers, DigitalSky Dark Matter, video capture, DSPerfectSky, SCS Automation, upgrades to the 5.1 sound system, RGB cove lighting integration, offline workstations, a spares package, and fulldome content.

'Imiloa Astronomy Center of Hawai'i, Hilo HI

Projected completion January 2024



SSIA is providing a 4K laser fulldome system including two projectors, six graphics renderers, DigitalSky Dark Matter, video capture, DSPerfectSky, SCS Automation, a 5.1 sound system, RGB cove lighting, auxiliary projection, offline workstation, a spares package, and fulldome content.

University of Alaska Anchorage, Anchorage AK

Projected completion January 2024

Meet the Team

Please find a brief bio below for each of our key personnel contributing to your planetarium.

<p>George Barnett - Co-Founder & Project/Technology Director</p> <ul style="list-style-type: none">▪ SSIA Technologies LLC▪ With Sky-Skan Inc. 2008-2020▪ System designer and project manager on scores of planetarium theater projects throughout the globe. A veteran of the industry having started as a Planetarium Technician in the 1980's▪ Previous appointments: Sky-Skan Inc, Spitz, Inc., Chadds Ford PA National Space Centre, Leicester UK Audio Visual Imagineering, Inc., Orlando FL South Florida Museum/Bishop Planetarium, Bradenton▪ Member, Society of Motion Picture & Television Engineers (SMPTE) & International Planetarium Society	 
<p>Annette Sotheran-Barnett - Co-Founder & Business Development Director</p> <ul style="list-style-type: none">▪ SSIA Technologies LLC▪ With Sky-Skan Inc. 2008 – 2020▪ Award winning content producer with proven track record for developing partners, personnel and digital products▪ Previous Appointments: Sky-Skan Inc., 3FX, NSC Creative, National Space Centre, Leicester UK, Arts Council of England▪ Bachelor of Arts (Honors) First Class, Film & Television Production, De Montfort University UK▪ Member, IMERSA, International Planetarium Society	 
<p>Beth Moger – Account Manager, Science Visualization Development</p> <ul style="list-style-type: none">▪ SSIA Technologies LLC▪ With Sky-Skan Inc. 2015 – 2020▪ Editor, IPS Planetarian Magazine▪ Previous appointments: Sky-Skan inc., Fiske Planetarium, University of Colorado Boulder▪ Degree in Astrophysical and Planetary Science with minors in Geology and Theater from University of Colorado Boulder▪ Member, International Planetarium Society	 
<p>Alexandra Hall - New Project Development</p> <ul style="list-style-type: none">▪ SSIA Technologies LLC▪ Strategy and Planning consultant 2014-present▪ Director, Google Lunar XPRIZE - 2011-2014▪ Chabot Space and Science Center, CEO - 2003-2006▪ National Space Center, Programs/Business Dev Director, 1996-2002▪ Science Center and Planetarium Consultant, 1994-1999	 

Glenn Smith - Managing Director, Sky-Skan International GmbH

- With Sky-Skan since 1990
- Previous appointments: [Engineering support at Spitz Space Systems, Systems Engineer for Sky-Skan Inc. Owner/Principal Ulti-Media](#)
- Electronic Engineering Technology Degree from RETS CHI Institute
- Member, International Planetarium Society, BAP, APLF, GDP, PlaNED, PlanIT, STARMUS, & Society of Motion Picture & Television Engineers (SMPTE)
- Technical Committee member of GSCA, IMERSA and AFDI



Claude Ganter - Scientific Director and Lead Software Engineer

- 49 Steps Software LLC
 - Scientific Director Sky-Skan 2001-2020
 - Previous appointment: [Sky-Skan Inc. Planetarium de Bretagne, Pleumeur-Bodou, France](#)
 - Ph.D. in Physics from Louis Pasteur University, Strasbourg, France
- Diploma of Advanced Studies in Nuclear Physics & Astrophysics, Louis Pasteur University, Strasbourg, France



Dan Collura – Customer Support Specialist and Field Engineer

- SSIA Technologies LLC
- With Sky-Skan 2012 - 2017
- Previous appointments: [Windward Community College Imaginarium, Sky-Skan Inc. Field Engineer, University of New Haven](#)
- Bachelor of Science in Physics from Rensselaer Polytechnic Institute
-



Jessica Massey – Licensing and Office Manager

- SSIA Technologies LLC
- Previous Appointments: [Cushman & Wakefield - Sales & Leasing Consultant, JM Property Services - Sales & Contract Specialist, Lekson Associates Inc - Inside Sales & Contract Licensing Specialist](#)



<p>Martin Weiss - Professional Development and Software/Field Engineer</p> <ul style="list-style-type: none"> ▪ SSIA Technologies LLC ▪ With Sky-Skan 2008 -2020 ▪ Previous appointments: Sky-Skan Inc. Content Creator, Maintenance and Operator at Glendale Planetarium, Glendale California since 2006 	 
<p>Troy Whitmer – Creative & Technical Specialist</p> <ul style="list-style-type: none"> ▪ SSIA Technologies LLC ▪ With Sky-Skan 2012 – 2019 ▪ Previous appointment: Sky-Skan Inc., Fulldome Production Specialist, Dark Matter™ Content Developer/Tech Support ▪ Winner of numerous fulldome achievement awards <p>Trained at CU-Denver and Vancouver Film School</p>	 
<p>Darren Riley – Support Manager</p> <ul style="list-style-type: none"> ▪ SSIA Technologies LLC ▪ With Sky-Skan 2010 – 2020 ▪ Previous appointment: Sky-Skan inc., Fulldome Production Specialist, Software/Tech Support 	 
<p>Dieter Schwab – Real-fulldometime Content Development & Media Production</p> <ul style="list-style-type: none"> ▪ With Sky-Skan since 2005 ▪ Previous appointments: Multi-Media Producer and finally co-director of the ground-breaking Planetarium of the Forum der Technik in Munich ▪ Degree in Astrophysics from the Ludwig Maximillian’s University of Munich 	 
<p>Alexander Reither - Project Manager, Field Service Engineer</p> <ul style="list-style-type: none"> ▪ With Sky-Skan since 2008 ▪ Previous appointments: Technical Director Bavaria Filmstudios, Commercial Airline Pilot, Fireman ▪ Safety Officer at Sky-Skan International 	 



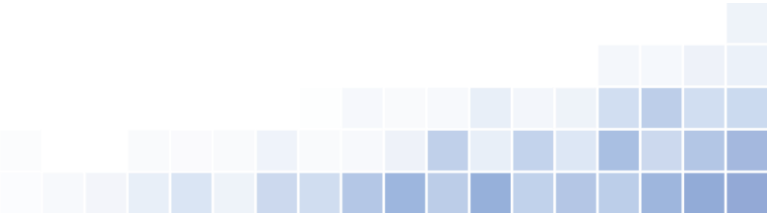
SSIA Technologies System Warranty

SSIA provides consultation, system engineering, design, installation and service (Services) for immersive theaters, domed environments, and planetariums. All hardware equipment is to be delivered in good working order and will be thoroughly tested prior to handover to the customer. Installation and services are to be completed professionally, promptly, and with care. The limited warranty is one year (warranty period) from the Customer Acceptance Test (CAT) or the first public show or class using the installed equipment, whichever happens first. The limited one-year warranty covers any defects in material or workmanship under normal use during the warranty period.

During the warranty period, SSIA will repair or replace, at no charge, products or parts of a product that malfunctions due to defective materials or workmanship, under normal use and maintenance. In some instances, SSIA, at its sole discretion, may substitute items with similar or refurbished items if an exact duplicate of the original item provided is unsuitable or unavailable. Due to the nature of our systems, in extreme instances, it may be required to replace similar items that are considered part of a set to make a system fully functional. If replacement parts are unavailable additional costs may be incurred to restore full function to a system. For hardware that has a manufacturer's warranty greater than one year, SSIA will assist in facilitating the warranty beyond SSIA's prescribed warranty period. Additional shipping charges may apply. Parts replaced under this warranty are warranted only for the remainder of the initial warranty period.

Warranty Claims

In the event that a warranty claim is necessary, SSIA must be contacted immediately providing the date of the first failure, the nature of the failure, who was operating the system when it failed and if any measures were taken to prevent the failure. If it is deemed to be a warranty issue, SSIA will issue a Return Merchandise Authorization (RMA) number for the product to be sent back to SSIA for evaluation. If the part is mission critical, advanced replacements can sometime be obtained. Products being returned should be packed in the original shipping container. If that container is not available, care must be taken to pack the hardware so that no further damage is incurred. SSIA does not take responsibility for damages or losses incurred during the transit of materials. During the warranty period, SSIA will pay for shipping to and from the site as well as any internal shipping costs to and from the manufacturer's repair facilities, if applicable. If the hardware requires a technician to travel to site during the warranty period, technician time and expenses will be billed at a reduced rate. If the customer enters into a Preventive Maintenance Agreement (PMA) during warranty period, travel and service expenses may be covered partially or in full by the PMA, provided there is a provision for an on-site visit, if agreed upon by both parties in advance.





UNIVERSITY of HAWAII®
WINDWARD
COMMUNITY COLLEGE

Hokulani Imaginarium



To Whom It May Concern:

As the Director of the Hokulani Imaginarium at Windward Community College in Hawaii, managing a planetarium in the mid-Pacific presents unique challenges both geographically and time-zone wise. Establishing dependable and personalized business relationships that provide timely and quality services is vital to our operation. So, we devote special attention when selecting a company to service our facility.

I've had the great pleasure of working with SSIA-Technologies LLC since 2020, when the college decided to upgrade our planetarium system. SSIA provided the exceptional guidance we sought in choosing the best equipment based upon our theater's needs. Although they were working under the severe limitations imposed by the pandemic lockdowns, SSIA consistently found ways of obtaining the equipment specified in our contract and delivering it in a timely manner—even when stock was shorthanded.

SSIA's installation service during the summer of 2021 was first class. And while they were focused on installing the best upgrade possible, they also ensured that much of our legacy equipment continued to function. Their team of technicians is exceptional—they are experts in the planetarium field and very customer-oriented. And from an educator's perspective, they provide comprehensive and user-friendly training for all their software and equipment.

Please feel free to contact me should you have any questions.

Aloha,

A handwritten signature in black ink that reads "Joseph E. Ciotti".

Joseph E. Ciotti, PhD
Director—Hokulani Imaginarium/CAE

45-720 Kea'ahala Road
Kāne'ohe, Hawai'i 96744
Telephone: (808)-236-9111
Fax: (808)-247-5362
www.windward.hawaii.edu



VERSANT POWER
ASTRONOMY CENTER
and the Maynard Jordan Planetarium



To Whom It May Concern,

Since 2020 I have had the distinct pleasure of having SSIA-Technologies LLC provide service, support, and installation of equipment in my facility. Their customer service is second to none in the planetarium world, and they always go above and beyond to please their customers. They are exceptionally quick to respond to tech support calls and service requests. They have a great team of experienced technicians who have a great depth of knowledge on planetarium equipment and software.

SSIA-Technologies attention to my dome systems has been excellent and they have strived to create numerous new tools to bring astronomical and other sciences into domes. They support numerous Sky-Skan products, and have created a number of control solutions for the planetarium and multi-media environments.

For two decades I have had the privilege to use Sky Skan/SSIA-Technology systems in three planetarium I have directed (Imiloa Astronomy Center in Hawaii, Infoversum in Groningen, Netherlands, and Versant Power Astronomy Center & Jordan Planetarium in Maine). Their products are exceptionally robust and their customer service is the best I've experienced in my three decades in planetaria.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Shawn Laatsch'.

Shawn Laatsch, Director
Versant Power Astronomy Center and Jordan Planetarium
University of Maine
167 Rangeley Road
Orono, ME 04469

Phone: 207.581.1818

Email: shawn.laatsch@maine.edu



To whom it may concern

For decades I have had the pleasure of knowing and working with the two Co-Founders of SSIA Technologies. George Barnett is a veteran of the industry who very much works in partnership with his clients to best serve them. Aware of his passion, dedication and attention to detail, as well as his customer-centric attitude, we were pleased to have him join us to direct and manage the Frost Planetarium build and fit out in 2017. Since, we have maintained a very close relationship. SSIA Technologies is now contracted through their Preventative Maintenance service in order to support the planetarium annually.

Co-Founder Annette Sotheran-Barnett created our 3 minute opener that launched our planetarium in glorious 8k 60fps. Annette, being an experienced fulldome producer and director, knew explicitly how to guide us through the stages of design and production. Five years on, the opener still tops the majority of our presentations, as we are proud to have it represent not only our theater at its very technical best, but also our brand.

Best Regards,

A handwritten signature in black ink that reads "Mark Bennett". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Mark Bennett

Planetarium Manager

mbennett@frostsience.org

Office 305-434-9559

1101 Biscayne Blvd.

Miami, FL 33132

**PURCHASE ORDER/SUPPLIER CONTRACT FOR COMMODITIES AND SERVICES
TERMS AND CONDITIONS**

The below terms and conditions are applicable to both Purchase Orders AND the College's ordering vehicle entitled "Supplier Contract". Any reference below to "Purchase Order" shall refer to and have the meaning "Supplier Contract" when these terms and conditions are incorporated by reference in a Supplier Contract.

This Purchase Order along with its Exhibits constitutes a binding contract between the College and the Vendor named on the Purchase Order when accepted by the Vendor either by express acknowledgment or by commencement of work or shipment without reservations.

1. STATEMENT OF GOOD OR SERVICE. The College hereby engages the Vendor to provide the good or service as described in the attached proposal, quote, estimate, scope of work, statement of work, or statement of services, incorporated herein as Exhibit "A." Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order: (1) Purchase Order terms and conditions; (2) Exhibit "A;" (3) all other documents, including, but not limited to, drawings, descriptions, and sample(s).

2. ASSIGNMENT/GUARANTOR. The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Purchase Order 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.

3. FORCE MAJEURE. Notwithstanding any provisions of this Purchase Order to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Purchase Order that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, 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 Purchase Order shall otherwise remain in effect.

4. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern all aspects of the Purchase Order. In the event it is necessary for either Party to initiate legal action regarding the Purchase Order, venue for all claims shall be in Broward County, Florida.

5. 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 Purchase Order. 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 Purchase Order. This paragraph shall survive the expiration or termination of this Purchase Order.

6. ENTIRE AGREEMENT. This Purchase Order 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 Purchase Order. The acceptance or acquiescence of any course of performance rendered under this Purchase Order shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Purchase Order shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

7. TERMINATION FOR DEFAULT. A "material breach" of this Purchase Order 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 Purchase Order. If the Vendor materially fails to fulfill its obligations under this Purchase Order, 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 shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

8. TERMINATION FOR CONVENIENCE. The College may terminate this Purchase Order with or without cause at any time for convenience upon thirty (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 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 Purchase Order. 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.

9. 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.

10. 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 this Purchase Order. 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.

11. 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. Subject to the foregoing, the Vendor shall have the opportunity to redact proprietary information prior to publication of documentation by either party if permitted by law.

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 Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Purchase Order, 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 Purchase Order, 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 Purchase Order, 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 PURCHASE ORDER, 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 PURCHASE ORDER. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS PURCHASE ORDER WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 6.

12. AUDIT. The Vendor shall maintain all records, books and documents pertinent to the performance of this Purchase Order 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 Purchase Order. Records relating to any legal disputes arising from performance under this Purchase Order shall be made available until final disposition of the legal dispute. If the audit reveals that the Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

13. 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 Purchase Order.

14. INVOICES AND PAYMENTS. **Payment terms for the attached Purchase Order are 50% deposit ARO and 50% due upon delivery of materials.** All invoices submitted by the Vendor shall contain the Purchase Order number, or the Vendor will not get paid. Invoices should include an itemization of the date, ~~hours expended~~, and description of the deliverable. 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 30 days from receipt of an undisputed invoice, ~~acceptance of deliverables~~, and upon satisfaction of the College conditions that are detailed herein.

15. 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 Purchase Order void, at the option of the College. The Vendor warrants that the goods and services furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished, or in the Statement of Work.

16. 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.

17. AMENDMENTS. This Purchase Order may be amended only when reduced to writing and signed by both Parties.

18. PUBLIC ENTITY CRIMES/SDN LIST. The Vendor, by its execution of this Purchase Order, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform services which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Purchase Order shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133, Section 287.134, or Section 287.135, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

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

20. 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 or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Purchase Order and shall be fully binding until such time as any proceeding brought on account of this Purchase Order is barred by any applicable statute of limitations.

21. CONFLICT OF INTEREST. This Purchase Order is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. By accepting this Purchase Order, Vendor certifies there is no conflict of interest as described in the statute. Prior to execution of this Purchase Order, prospective Vendor's must disclose, the name of any officer, partner, director, proprietor, or affiliated person (including but not limited to consultant, lobbyist, advisor, subcontractor, etc.) of your firm who is also an employee of the College or an immediate family member (spouse, domestic partner, child, in-law, etc.) of an employee of the College and has a material interest in the Prospective Vendor's firm. The prospective Vendor must also disclose gifts exceeding the statutory limits provided to a College employee, or an immediate family member in the last twelve (12) months.

22. CONFIDENTIALITY. To the extent that information about the College's employees or students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or any federal or state laws protecting personal information ("Protected Information"). Vendor agrees that: (i) it shall keep and maintain all "Protected Information" obtained during the performance of this Purchase Order, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this Purchase Order, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for Vendor's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Protected Information to any person other than authorized College employees, or as may be requested by government authorities in the lawful performance of their duties.

The Vendor shall also perform and comply with clause 40 herein entitled "Background Checks."

At the request of the College, Vendor agrees to provide the College with a written statement of the procedures Vendor uses to safeguard Protected Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded Vendor and its representatives may constitute grounds for immediate termination of contract.

23. MARKETING. Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Purchase Order without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

24. NO CONSTRUCTION AGAINST DRAFTER. Each Party has participated in negotiating and drafting this Purchase Order, so if an ambiguity or a question of intent or interpretation arises, this Purchase Order is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party

because it was responsible for drafting one or more provisions of this Purchase Order.

ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:

25. COLLEGE'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING. All materials, drawings or other items provided by the College to the Vendor remain the property of the College and will be returned to the College upon demand. All containers, reels or pallets shipped with goods by the Vendor are to remain the property of the College unless otherwise agreed to in writing.

26. SHIPMENT UNDER RESERVATION PROHIBITED. Vendor is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

27. DELIVERY TERMS & TRANSPORTATION CHARGES. Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the Purchase Order. If the College agrees in writing to reimburse the Vendor for transportation costs, the College shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Vendor until the goods are received and accepted by the College. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.

28. MATERIAL SAFETY. In accordance with Title 29, C.F.R., Chapter XVII, and Chapter 442, Florida Statutes, it is the Vendor's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.

29. VENDOR TO PACKAGE GOODS. Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) Vendor's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. Vendor shall bear the cost of packaging unless otherwise specified in the Purchase Order.

30. PRICES QUOTED. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the Purchase Order.

31. COLLEGE'S RIGHT TO CANCEL. The College reserves the right to cancel all or part of this Purchase Order, without obligation, if acceptance is not expressed by the Vendor either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

32. UNIFORM COMMERCIAL CODE. In addition to all other Florida laws that are applicable to this Purchase Order, provisions of the Uniform Commercial Code, Chapters 671-679, Florida Statutes shall apply to commodities.

ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:

33. STATEMENT OF SERVICES. The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Exhibit "A." As part of the services to be provided by the Vendor under this Purchase Order, 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 Purchase Order. 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 this Purchase Order and Exhibit "A" attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by Exhibit "A." 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.

34. COMPENSATION/CONSIDERATION. The total consideration for all work required by the College pursuant to this Purchase Order shall not exceed the amount indicated in Exhibit "A." 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 this Purchase Order, 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 Purchase Order

is subject to multi-year funding allocations, funding for each applicable fiscal year of this Purchase Order 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 Purchase Order shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Purchase Order to the contrary. The College will notify the Vendor in writing after the adoption of the final College budget for each subsequent fiscal year if funding is not approved for this Purchase Order.

35. INSURANCE. The Vendor shall carry at a minimum the following: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury, death and property damage and shall protect it from claims which may arise whether such claims may arise out of the operations of the vendor or by anyone directly or indirectly employed by the Vendor. Automobile Liability insurance on all vehicles used to carry out the Purchase Order against bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. If the Vendor will have access to College networks, systems, access to student or employee data, then Vendor shall carry Cyber Liability or a similar insurance to cover any network security or data breach with limits of at least \$1,000,000. Vendor shall carry Worker's Compensation insurance as required by Chapter 440, Florida Statutes. If the Vendor is exempt from carrying Worker's Compensation, they may provide the exemption certificate or a signed letter on company letterhead indicating the basis of the exemption. If any of the required policies provide coverage on a "claims-made" basis then insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work. If coverage is cancelled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of three (3) years after the completion of contract work. The College may require Professional Liability insurance where applicable. All insurance policies shall be issued by companies qualified to do business in the state of Florida and grant the College thirty (30) days advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VII by A.M. Best. The Vendor must provide a Certificate of Insurance (COI) completed in full, indicating the producer, insured, carrier's name, policy numbers and effective and expiration dates of each type of coverage required. The COI shall be signed by an authorized representative and shall identify the College as the Certificate Holder and as an additional insured with respect to General Liability policies. No work is authorized until such time as the College has received a COI in compliance with the above requirements. The College's Chief Risk Officer may revise or waive, at his/her discretion, the requirements stated above. The College will notify the Vendor if the insurance requirements will differ from those stated above.

Certificate Holder and Additional Insured shall read:

The District Board of Trustees of Broward College, Florida
Attn: Risk Management
6400 NW 6th Street
Ft. Lauderdale, FL 33309

36. OWNERSHIP. The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Purchase Order. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. 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 this Purchase Order.

37. INDEPENDENT CONTRACTOR. The Vendor shall be considered an independent contractor and nothing in this Purchase Order 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 this Purchase Order. 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 this Purchase Order. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

38. IMMIGRATION. The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The

hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under this Purchase Order. The Vendor shall maintain records verifying the rate of pay for each employee working on this Purchase Order and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of this Purchase Order and cause for termination of the Vendor.

39. 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 Purchase Order 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.

40. BACKGROUND CHECKS. *This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security or to the extent that HIPPA/FERPA Protected Information, as defined in clause 22 herein entitled "Confidentiality", about the College's employees or students is contained in records created, maintained or accessed by the Vendor. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site or have access to FERPA or HIPPA Protected Information.* 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 "IMMIGRATION." 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."

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

42. 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 Purchase Order to reflect any changes to Exhibit "A" and/or the project schedule.