



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement with Patterson Dental Supply, Inc. for PRO 95 S 3D PRINTER for the Dental Hygiene and Dental Assisting Program. Fiscal Impact: Approximately \$15,560.50

Presenter(s): Dr. Jamonica Rolle, College Provost and Senior Vice President

What is the purpose of this contract and why is it needed? The purpose of this contract is to enhance the dental assisting/ dental hygiene student learning in the dental clinic by utilizing innovative technology for creating digital 3D models. Patterson Dental Supply, Inc. will provide and complete installation services for the Pro 95 S 3D printer to Broward College dental clinic for the Fiscal Year 2024-2025. Services included 1-on-1 training and is offered at no additional cost. The total cost for the 3d-printer, installation, and 1-on 1 training is \$15,560.50.

What procurement process or bid waiver was used and why? The procurement process used was the Three Quote Form per College Procedure A6Hx2-6.34 for purchases from \$10,000.01 up to Category Two (currently \$35,000.00) as defined in F.S. 287.017(2) and per FLDOE SBE Rule 6A-14.0734. Dental Hygiene and Dental Assisting Program obtained three (3) quotes providing the best value for the required commodity or service. The award shall go to the lowest priced responsive/responsible vendor who meets the requirements. The supplier selected is Patterson Dental Supply, Inc.

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

What fund, cost center and line item(s) were used? FD100, CC0087, OP-24-000002-Certification Health Science.

Has Broward College used this vendor before for these products or services? No.

Was the product or service acceptable in the past? Not Applicable.

Was there a return on investment anticipated when entering this contract? There is an anticipated return on investment and the printer will allow dental assisting and hygiene students to practice skills on equipment utilized in dental offices and will prepare them for future employment.

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? This purchase feeds the Social Enterprise tactic-Answer the Call for Healthcare Professionals and Actualize Employment tactics. Providing the equipment utilized by affiliate sites allows students to attain the knowledge, skills, and abilities expected of an entry-level dental assistant or dental hygienist which helps ensure employability and meet community needs.

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: Estimated \$15,560.50 for Services provided by Patterson Dental Supply, LLC located in the dental clinic Building 8 Room 173. Worktags: BU020, CC0087, FD100, PG0000168, OP-24-000002-Certification Health Science

08/20/24	CC0087 · Dean for Health Science	(\$15,560.50)
	OP-24-000002-Certification Health Science	

A faded, light-colored photograph of a modern dental office. It shows a dental chair, a large monitor displaying a dental X-ray, and various pieces of dental equipment. The office has large windows in the background.

PATTERSON DENTAL PROPOSAL

PREPARED FOR
BROWARD COLLEGE - CC

YOUR SPECIALIST:
RENIER ACOSTA
renier.acosta@pattersondental.com



We're with you every step of the way.

Patterson provides trusted expertise and the most responsive support for all your product, technology, and service needs. We help you build a productive, modern practice and keep it running smoothly.

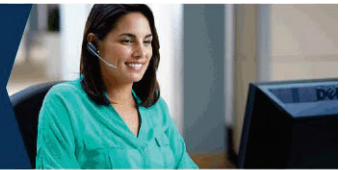
SERVICE EXCELLENCE

Responsive service and support to keep your practice running smoothly



UNRIVALED EXPERTISE

Network of dedicated experts ready to support you



DEDICATED PEOPLE

Customer-first philosophy; committed community partners



EASY AND CONVENIENT

We make it easy to do business



BUSINESS SOLUTIONS

Innovation made possible in every practice



Product Proposal 40657608

Confidential

Customer Name: BROWARD COLLEGE - CC	Branch: South Florida (D)
Customer Number: 200015476	Territory Rep: Donald Braswell
Address: 3501 SW DAVIE RD, BLDG 23	Email: DONALD.BRASWELL@PATTERSONDENTAL.COM
DAVIE FL 33314-1604 US	Phone: (954) 730-0573
Phone: (954) 201-6989	Your Specialist: Renier Acosta
Fax: (954) 201-7330	Email: RENIER.ACOSTA@PATTERSONDENTAL.COM
	Date Proposed: 06/17/2024
	Quote Good Thru: 11/29/2024

SPRINT RAY SUPPORT AND PART REPLACEMENT IT'S DIRECTLY WITH THE MANUFACTURER.

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
101700005	SPRINT	PRO S 95 PRINTER	EA	1	\$9,495.00	\$8,070.75	\$8,070.75
101701084	SPRINT	SPRINTRAY PROWASH S	EA	1	\$2,999.00	\$2,549.15	\$2,549.15
101652276	SPRINT	SPRINTRAY PRO CURE 2	EA	1	\$2,999.00	\$2,549.15	\$2,549.15
101649503	SPRINT	1-ON-1 BASED TRAINING	EA	1	\$750.00	\$637.50	\$637.50
71260967	SPRINT	SPRINTRAY RESIN DIE & MODEL 2	EA	1	\$148.99	\$117.70	\$117.70
101653726	SPRINT	PROTECTION PLAN (BUNDLE) 1-YR	EA	1	\$1,925.00	\$1,636.25	\$1,636.25
						Total Retail:	\$18,316.99
						Total Discount:	(\$2,756.49)
						Subtotal:	\$15,560.50
						Order Total Retail	\$18,316.99
						Order Total Discount	(\$2,756.49)
						Order Subtotal	\$15,560.50
						State Tax	\$0.00
						Local Tax	\$0.00
						Purchase Price:	\$0.00
						Less Downpayment:	\$0.00
						Balance due on invoice:	\$0.00

15% APPLIED TO ALL ITEMS BUT THE RESIN AS PER THE MANUFACTURER SUGGESTED.

CAD/CAM Return Policy: If authorized by Patterson, the customer may return the equipment and receive a refund of the purchase price less a 5% restocking charge, plus, the customer will be responsible for the depreciation of the equipment, calculated at two (2) percent of the percent of the original purchase price per month.

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

Schedules

- EQUIPMENT PAYMENT OPTIONS
- GENERAL TERMS AND CONDITIONS
- EQUIPMENT

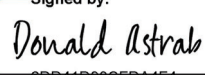
If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

BROWARD COLLEGE - CC
3501 SW DAVIE RD, BLDG 23
DAVIE , FL 33314-1604

PATTERSON DENTAL SUPPLY, INC.
1031 MENDOTA HEIGHTS ROAD
ST. PAUL , MN 55120

Signed by: 
 Signature _____
 Donald Astrab
 (Print Name)
 Title Interim President
 Date 11/5/2024

Signature Renier Acosta

 Renier Acosta
 (Print Name)
 Title Cad Cam Specialist
 Date 11/7/2024

EQUIPMENT PAYMENT OPTIONS

DOWN PAYMENT

A 20% down payment is requested at time of order for any equipment purchase over \$10,000.

* Call our Patterson Financial Department at 866.784.8662 to process down payment electronically.

PLEASE NOTE THAT EQUIPMENT PAYMENT IS DUE UPON INVOICE.

PAYMENT OPTIONS | Select One

PATTERSON FINANCING

Provide the following documentation to your Patterson Representative to start the approval process:

- * Doctor's driver's license
- * Doctor's Social Security Number

PAY BY CHECK

- * Call our Patterson Financial Department at 866.784.8662 to process payment electronically.
- * Provide a check to your Patterson Representative to be processed.

PAY BY EFT OR WIRE Bank Name:

JP Morgan Chase | 270 Park Ave | New York, NY 10017-2014
 Beneficiary Name: Patterson Dental Supply, Inc.
 Beneficiary Address: 1031 Mendota Heights Road | St. Paul, MN 55120
 Beneficiary Account #: 679513882
 Routing # (Used for EFTs): 071000013
 ABA# (Used for Wires): 021000021 | SWIFT CODE (Used for Wires): CHASUS33

Provide the below items to your financial institution to reference as part of the wire:

- * Practice name as shown on Patterson invoice
- * Bill-to account number found on Patterson invoice
- * Amount of payment
- * Patterson Invoice number(s)

OUTSIDE FINANCING | Please provide the following information at least 30 days prior to installation.

Institution: _____
 Contact Name: _____
 Email Address: _____
 Phone Number: _____

A Patterson representative will contact your financial institution to provide invoices and discuss payment instructions.

EASY EQUIP (NET 90)

This can be used on any individual invoice under \$10,000. There can be only one Easy Equip open on an account at a given time. To establish a payment plan please contact our Patterson Financial Department at 866.784.8662.

GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **UCC Filings.** In the event Customer's payment method is anything other than payment in full prior to delivery, Customer hereby irrevocably appoints Patterson as its attorney-in-fact, with full authority in place of the Customer and in the name of the Customer or otherwise, to file a financing statement and any other documents necessary to perfect and attach Patterson's security interest and lien in and against the equipment described in the Order.
4. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).
5. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties and the effects of any pandemic or epidemic. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
6. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
7. **Identity of Customer.** If the veterinarian, dentist, or other individual who signed the Order (the "signer") operates his or her veterinary or dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
8. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
9. **Customer Obligations.**
 - (a) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.
 - (b) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.
 - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
 - (d) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.
 - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including outside and in-house attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
10. **Data Privacy.** Processing and fulfillment of this Order, including products and services, shipped by, managed, or supplied, in whole or in part, by a third party may require the sharing of your personal information, including but not limited to your name, business name, and contact information (collectively, "personal information") with one of our trusted third parties. Customer acknowledges that once this personal information is shared with the third party, it may be processed in accordance with the terms and conditions of the third party's privacy policy. Patterson will process your personal information in accordance with our Global Privacy Notice (available at <https://www.pattersoncompanies.com/privacy-policy>).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Minnesota. Customer expressly consents to the personal and subject matter jurisdiction of the courts of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer is responsible for removal and disposal of any cardboard boxes, packages or any other materials. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
 - (a) **Labor Warranty.** With respect to Equipment Patterson sells and installs, Patterson shall provide a labor warranty equal to the applicable Equipment manufacturers provided parts warranty up to a maximum of twelve (12) months. During this warranty period, Patterson will, without a labor charge, make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson.
 - (b) **THE FOREGOING CONSTITUTE THE SOLE OBLIGATIONS OF PATTERSON WITH RESPECT TO THE EQUIPMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED.** Customer, and not Patterson, is responsible for maintaining and upgrading software to protect computers from malicious intrusion such as viruses, spy-ware and ad-ware. Customer is also responsible for the cost of service related to repairing damage caused by and removing such intrusions. For service calls including software installation and troubleshooting or repair of equipment not covered by warranty, Customer is responsible for the cost of all parts and labor and will pay for labor at Patterson's standard rates.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE IN SECTION 4 OF THIS EQUIPMENT SCHEDULE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY THAT MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Data Back-up.** In all circumstances, Customer and not Patterson is responsible for ensuring that its data is accurately backed up for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of maintenance and support services to Customer, including losses arising from the installation of upgrades or error corrections provided by Patterson.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-07-2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 333 South 7th St., Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com	FAX (A/C, No): 212-948-5382	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Patterson Dental Supply, Inc. 1031 Mendota Heights Road St. Paul, MN 55120	INSURER A : Starr Indemnity & Liability Company		38318
	INSURER B : Starr Specialty Insurance Company		16109
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** CHI-010534993-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000100137232	11-01-2023	11-01-2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000198195232 (AOS) 1000198196232 (MA)	11-01-2023 11-01-2023	11-01-2024 11-01-2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			1000589674231	11-01-2023	11-01-2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		100 0005556 (AOS) 100 0005558 (FL,MA) 100 0005559 (WI)	11-01-2023 11-01-2023 11-01-2023	11-01-2024 11-01-2024 11-01-2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Workers Compensation			100 0005557 (AK,AZ,CT,IA,NJ,NY,NC,TX,VT)	11-01-2023	11-01-2024	Limits	See Above

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The District Board of Trustees of Broward College, Florida is/are included as additional insured if required by written contract under the General Liability and Auto Liability policies.

CERTIFICATE HOLDER The District Board of Trustees of Broward College, Florida. ATTN: Risk Management 6400 NW 6 Way Ft. Lauderdale, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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PATTERSON DENTAL PROPOSAL

PREPARED FOR
BROWARD COLLEGE - CC

YOUR SPECIALIST:
RENIER ACOSTA
renier.acosta@pattersondental.com



We're with you every step of the way.

Patterson provides trusted expertise and the most responsive support for all your product, technology, and service needs. We help you build a productive, modern practice and keep it running smoothly.

SERVICE EXCELLENCE

Responsive service and support to keep your practice running smoothly



UNRIVALED EXPERTISE

Network of dedicated experts ready to support you



DEDICATED PEOPLE

Customer-first philosophy; committed community partners



EASY AND CONVENIENT

We make it easy to do business



BUSINESS SOLUTIONS

Innovation made possible in every practice



Product Proposal 40657608

Confidential

Customer Name: BROWARD COLLEGE - CC	Branch: South Florida (D)
Customer Number: 200015476	Territory Rep: Donald Braswell
Address: 3501 SW DAVIE RD, BLDG 23 DAVIE FL 33314-1604 US	Email: DONALD.BRASWELL@PATTERSONDENTAL.COM
Phone: (954) 201-6989	Phone: (954) 730-0573
Fax: (954) 201-7330	Your Specialist: Renier Acosta
	Email: RENIER.ACOSTA@PATTERSONDENTAL.COM
	Date Proposed: 06/17/2024
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						Total Retail:	\$18,316.99
						Total Discount:	(\$2,756.49)
						Subtotal:	\$15,560.50
						Order Total Retail	\$18,316.99
						Order Total Discount	(\$2,756.49)
						Order Subtotal	\$15,560.50
						State Tax	\$0.00
						Local Tax	\$0.00
						Purchase Price:	\$0.00
						Less Downpayment:	\$0.00
						Balance due on invoice:	\$0.00

15% APPLIED TO ALL ITEMS BUT THE RESIN AS PER THE MANUFACTURER SUGGESTED.

CAD/CAM Return Policy: If authorized by Patterson, the customer may return the equipment and receive a refund of the purchase price less a 5% restocking charge, plus, the customer will be responsible for the depreciation of the equipment, calculated at two (2) percent of the percent of the original purchase price per month.

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

Schedules

- EQUIPMENT PAYMENT OPTIONS
- GENERAL TERMS AND CONDITIONS
- EQUIPMENT

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

BROWARD COLLEGE - CC
3501 SW DAVIE RD, BLDG 23
DAVIE , FL 33314-1604

PATTERSON DENTAL SUPPLY, INC.
1031 MENDOTA HEIGHTS ROAD
ST. PAUL , MN 55120

Signature _____

Signature _____

(Print Name)

(Print Name)

Title _____

Title _____

Date _____

Date _____

EQUIPMENT PAYMENT OPTIONS

DOWN PAYMENT

A 20% down payment is requested at time of order for any equipment purchase over \$10,000.

* Call our Patterson Financial Department at 866.784.8662 to process down payment electronically.

PLEASE NOTE THAT EQUIPMENT PAYMENT IS DUE UPON INVOICE.

PAYMENT OPTIONS | Select One

PATTERSON FINANCING

Provide the following documentation to your Patterson Representative to start the approval process:

- * Doctor's driver's license
- * Doctor's Social Security Number

PAY BY CHECK

- * Call our Patterson Financial Department at 866.784.8662 to process payment electronically.
- * Provide a check to your Patterson Representative to be processed.

PAY BY EFT OR WIRE Bank Name:

JP Morgan Chase | 270 Park Ave | New York, NY 10017-2014
 Beneficiary Name: Patterson Dental Supply, Inc.
 Beneficiary Address: 1031 Mendota Heights Road | St. Paul, MN 55120
 Beneficiary Account #: 679513882
 Routing # (Used for EFTs): 071000013
 ABA# (Used for Wires): 021000021 | SWIFT CODE (Used for Wires): CHASUS33

Provide the below items to your financial institution to reference as part of the wire:

- * Practice name as shown on Patterson invoice
- * Bill-to account number found on Patterson invoice
- * Amount of payment
- * Patterson Invoice number(s)

OUTSIDE FINANCING | Please provide the following information at least 30 days prior to installation.

Institution: _____
 Contact Name: _____
 Email Address: _____
 Phone Number: _____

A Patterson representative will contact your financial institution to provide invoices and discuss payment instructions.

EASY EQUIP (NET 90)

This can be used on any individual invoice under \$10,000. There can be only one Easy Equip open on an account at a given time. To establish a payment plan please contact our Patterson Financial Department at 866.784.8662.

GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **UCC Filings.** In the event Customer's payment method is anything other than payment in full prior to delivery, Customer hereby irrevocably appoints Patterson as its attorney-in-fact, with full authority in place of the Customer and in the name of the Customer or otherwise, to file a financing statement and any other documents necessary to perfect and attach Patterson's security interest and lien in and against the equipment described in the Order.
4. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).
5. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties and the effects of any pandemic or epidemic. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
6. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
7. **Identity of Customer.** If the veterinarian, dentist, or other individual who signed the Order (the "signer") operates his or her veterinary or dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
8. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
9. **Customer Obligations.**
 - (a) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.
 - (b) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.
 - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
 - (d) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.
 - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including outside and in-house attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
10. **Data Privacy.** Processing and fulfillment of this Order, including products and services, shipped by, managed, or supplied, in whole or in part, by a third party may require the sharing of your personal information, including but not limited to your name, business name, and contact information (collectively, "personal information") with one of our trusted third parties. Customer acknowledges that once this personal information is shared with the third party, it may be processed in accordance with the terms and conditions of the third party's privacy policy. Patterson will process your personal information in accordance with our Global Privacy Notice (available at <https://www.pattersoncompanies.com/privacy-policy>).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Minnesota. Customer expressly consents to the personal and subject matter jurisdiction of the courts of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer is responsible for removal and disposal of any cardboard boxes, packages or any other materials. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
 - (a) **Labor Warranty.** With respect to Equipment Patterson sells and installs, Patterson shall provide a labor warranty equal to the applicable Equipment manufacturers provided parts warranty up to a maximum of twelve (12) months. During this warranty period, Patterson will, without a labor charge, make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson.
 - (b) **THE FOREGOING CONSTITUTE THE SOLE OBLIGATIONS OF PATTERSON WITH RESPECT TO THE EQUIPMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED.** Customer, and not Patterson, is responsible for maintaining and upgrading software to protect computers from malicious intrusion such as viruses, spy-ware and ad-ware. Customer is also responsible for the cost of service related to repairing damage caused by and removing such intrusions. For service calls including software installation and troubleshooting or repair of equipment not covered by warranty, Customer is responsible for the cost of all parts and labor and will pay for labor at Patterson's standard rates.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE IN SECTION 4 OF THIS EQUIPMENT SCHEDULE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY THAT MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Data Back-up.** In all circumstances, Customer and not Patterson is responsible for ensuring that its data is accurately backed up for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of maintenance and support services to Customer, including losses arising from the installation of upgrades or error corrections provided by Patterson.



EXHIBIT “A” to Purchase Order

Description of Services -
Installation (included)

- Patterson Dental will complete the set up and installation of the Sprint Ray 3D printing system at no additional charge to Broward College.
- Broward College is required to provide the IT support to connect the units to the Wi-Fi network for the Patterson dental technician to properly complete the installation.

Price List

PRO S 95 PRINTER	\$8,070.75
SPRINT SPRINTRAY PROWASH S	\$2,549.15
SPRINTRAY PROCURE	\$2,549.15
SPRINT 1-ON-1 BASED TRAINING	\$637.50
SPRINT SPRINTRAY RESIN DIE & MODEL	\$117.70
SPRINT PROTECTION PLAN (BUNDLE) 1-YR	\$1,636.25

Total Consideration Payable for the services during FY 2024-2025: \$15,560.50

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the E&I Cooperative Services Contract EI00077-2021MA between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. 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. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

4. 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 BC, provide 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 BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to 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 BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of 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 THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. 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 BE GROUNDS FOR TERMINATION.

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC’s liability for tort claims beyond the waiver of sovereign

immunity limits set forth in Section 768.28, Florida Statutes.

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

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

8. General Provisions.

- a. 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.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. 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.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at least thirty (30) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

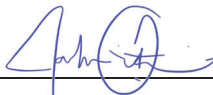
j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

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: Patterson Dental Supply, Inc.

By: 
Name: John Ostipwko
Title: National Institutional Sales Specialist
Date: 2-26-2024