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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 Iris Photo Booth (ITS-2024-102-OA - Pro Photo Booth) for \$82,400.00 to be paid through the EMPLOYS grant sponsored by the Community Foundation of Broward, utilizing the bid waiver (sole source). Fiscal Impact: \$82,400.00

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? Iris Air Photo Booths is a self-service photography studio for creating professional headshots. Iris Air Photo Booths will allow current students and alumni to access professional-quality photos for use on social media to promote themselves in the job market. Many Broward College students looking for internships or entering the job market do not have access to professional quality photos. Through these photo booths, students will have immediate access to professional quality headshots for print and digital uses in their search for job and internship opportunities. The booth will be wrapped with Broward College messaging and will also include recognition of the Community Foundation of Broward's support of the booth.

What procurement process or bid waiver was used and why? Bid waiver exception per FDOE SBE Rule 6A-14.0734(2)(e) and College Procedure A6Hx2-6.34: Services or commodities available only from a single or sole source. The College does not have to compete for services or commodities available only from a sole source. In this case, the value of the exemption is greater than the competitive solicitation threshold (Category Three, F.S. 287.017), so the College electronically posted ITS-2024-102-OA - PRO PHOTO BOOTH with a description of the commodities or contractual services sought for a period of at least 15 business days, no responses were received. Additionally, the grant required that this specific photo booth be procured.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? This expenditure is funded through the EMPLOYS grant and is a permissible expense as per the grantor, the Community Foundation of Broward.

What fund, cost center and line item(s) were used? FD206, CC0473, GL71020 Educational Office Department Material and Supplies Greater than \$5000.

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? The anticipated return on investment for the purchase of these booths is that our students will be more competitive in the job market and enhance their ability to make a lasting first impression on employers by incorporating their professional headshot on their social media profiles, such as LinkedIn. A professional headshot conveys professionalism, confidence, and competence in the job market and will allow Broward College students to better compete with other applicants.

Was that return on investment not met, met, or exceeded and how? Since we have not yet implemented the booths, we cannot say whether the ROI did not meet, met, or exceeded our expectations. However, we plan to promote the use of these booths during all engagement activities led by the Employment Solutions team with

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the expectation that the access to professional headshots will boost our students' ability to be placed in gainful employment.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This item directly ties to the College's focus on creating impactful career connections, the Quality Enhancement Plan (QEP) connecting students to employment opportunities, and ultimately helping students actualize employment. Access to professional headshots will help our students achieve their employment goals by showcasing themselves in a professional manner.

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: \$82,400.00 CC0743 BU308 FD206 PG000369 GR001072

04/23/24 CC0743 · BrowardUP (\$82,000.00)



Updated: 6/7/2024 5:13 PM by Elizabeth Beavin I

APPROVAL PATH: 12043: IRIS AIR PHOTO BOOTHS (ITS-2024-102-OA - PRO PHOTO BOOTH)

	5 :	Synchroni;			-
Stage	Reviewer	Description	Due Date	Status	9
1	Renee Law	AVP, Strategic Partnerships & Empl		Completed	1
2	Steven Tinsley	SVP of Workforce Education and In		Completed	2
3	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	1
4	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	2
5	Zaida Riollano	Procurement Approval		Completed	2
6	Christine Sims	Budget Departmental Review		Completed	2
7	Rabia Azhar	CFO Review		Completed	2
8	Legal Services Review Group	Review and Approval for Form and		Completed	2
9	Electronic Signature(s)	Signatures obtained via DocuSig 🥌		Completed	2
10	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	2
11	Board Clerk	Agenda Preparation		Completed	2
12	District Board of Trustees	Meeting	06/25/24 01:00 PM	Pending	



IRIS AIR AGREEMENT for BROWARD COLLEGE

This AGREEMENT is for Iris Booth Incorporated (IRIS BOOTH INC.) to provide TWO Iris Air photo booths to BROWARD COLLEGE. This AGREEMENT includes physical infrastructure, service, support, shipping, pricing, training, as well as Appendix A, B, and C. This information is provided based on Iris Booth Inc.'s best understanding of BROWARD COLLEGE's needs. Additional information will be provided upon request.



Product and Service:

Iris Booth Inc. will provide the following:

1. Physical booth (hardware)

Iris Booth is a self-service photography studio. Equipped with:

- Wrap-around LED lighting
- Professional quality camera equipment
- Large touchscreen monitor
- Proprietary user interface and "Touchless App"
- Height-adjustable stool
- Backdrop
- Custom filters
- Posing tips

Iris Air delivers JPEG files (approx. 3 MB) electronically via email. These files can be edited, shared and downloaded directly from an online account. Photos taken with Iris Air are stored on our secure, remotely located servers and are available for 12 months after they are taken.



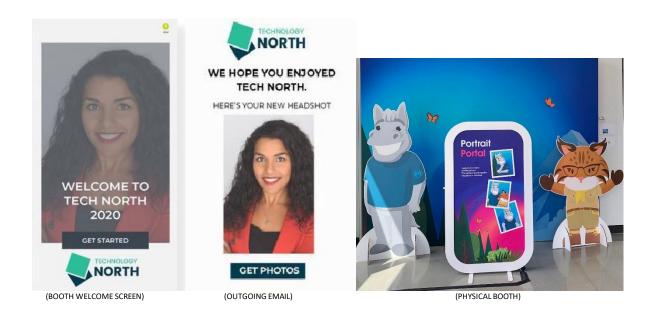


2. Service:

Service for the Iris Air will be provided to BROWARD COLLEGE for a FIVE YEAR (5) term. A discounted rate is provided as shown in #11. Pricing. Service includes access to the Iris platform providing unlimited account creation, unlimited sessions, unlimited data storage, software updates, tech support, and admin account access. All software remains under the ownership of Iris Booth Inc.

3. Custom Branding:

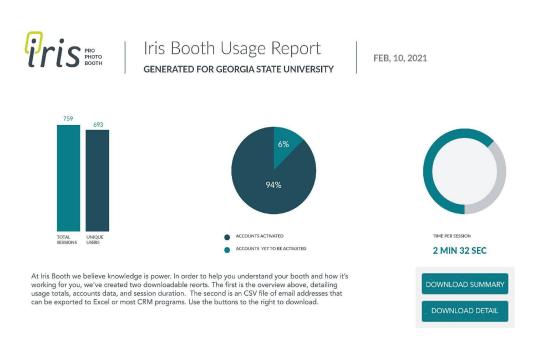
Iris Booth Inc. will work with BROWARD COLLEGE to provide **custom digital branding** for each booth. This can include welcome screens and messages within the User Interface. The booth will be delivered "white label" and customized branding on the physical structure can be added by BROWARD COLLEGE. A sample of a potential branding solution is shown below.





4. Admin Account:

Iris Booth Inc. will provide BROWARD COLLEGE with an Admin Account. This account provides usage data and access to photos from the Iris Air. Reports can be downloaded showing overall usage, activations, peak usage times, average time per session and complete lists of email addresses.



5. Shipping:

- Iris Booth Inc. shall provide delivery of the palletized Iris Air photo booths to the BROWARD COLLEGE loading dock.
- Iris Booth Inc. shall provide technical manuals, phone, and virtual support for the installation of the Iris Air.
- BROWARD COLLEGE is to ensure access to designated area is sufficient for dimensions of the Iris Air as outlined in Appendix A (measurements of doorways, elevators, loading bay, etc.)
- BROWARD COLLEGE is responsible for providing required physical space, power and internet service that meets the requirements outlined in Appendix A.
- BROWARD COLLEGE is to provide delivery address on the Shipping Form, Appendix C.
- If a power tailgate is necessary, advance notice is required.
- Please note that weekend or after-hours delivery will result in a surcharge of the quoted delivery rate.
- When the shipment arrives, a BROWARD COLLEGE representative is to **examine the shipment for any damages** before signing the Bill of Lading (BOL).



6. Training:

Iris Booth Inc. will provide virtual training and support for up to 3 BROWARD COLLEGE personnel to enable them to; manage the Iris Air on a day-to-day basis, provide guidance for the most effective use of the Iris Air, and to understand the appropriate interface with Iris Booth Inc. for ongoing support and service.

7. Warranty:

Iris Booth Inc. will provide a limited 24-month warranty against hardware defects. This limited warranty does not cover:

- Problems arising from, directly or indirectly, external causes such as accident, misuse or problems with electrical power, or servicing not authorized by Iris Booth Inc.
- Usage that is not in accordance with product instructions.
- Normal wear and tear.

Iris Booth Inc.'s responsibility for malfunctions and defects in hardware is limited to repair and or replacement.

8. Service Standards:

Service will be provided 24 hours per day, 365 days per year. Service outages will be repaired on a best effort basis. It is expected that Service will be available on a continuous basis greater than 99% of the time. Please see Appendix B for more information.

9. Requirements:

BROWARD COLLEGE will provide a secure, environmentally controlled location within their offices to locate the Iris Air and will limit access to BROWARD COLLEGE students, faculty, employees and guests. BROWARD COLLEGE shall furnish and bear the cost of all utilities necessary for the operation of the Iris Air and shall furnish suitable utility outlets and internet connection for use (refer to Appendix A).

10. Terms of Use:

BROWARD COLLEGE shall not resell or remarket any portion of the Service, Deliverable or Product. Use of the Iris Air is intended exclusively for students, faculty, employees, and guests of BROWARD COLLEGE.

BROWARD COLLEGE shall not reverse engineer, decompile, disassemble, re-engineer or otherwise permit, allow, or assist others to create the physical infrastructure of the Iris Air or the source code of any software used by Iris Booth Inc.



11. Pricing:

IRIS AIR PHOTO BOOTH	PRICING USD
PURCHASE \$15,000 each	\$30,000
SHIPPING \$1,200 x 2	\$2,400
SERVICE FEE \$6,000/year	\$50,000 *
(5 YEAR TERM)	
TOTAL:	\$82,400

*Service Fee: (\$6,000/year X 5-year term) x2 = \$60,000 Multi-year discount \$5,000 per booth = (\$10,000)

Provided by; Date: February 23, 2024 Victor Fisher, Vice President Iris Booth Inc

This quoted price is valid for 60 days beyond the date above.

Agreement Accepted by Client: BROWARD COLLEGE

By: Donald Ustral (Signature)

Name: Donald Astrab (Print or Type)

Title: Interim President Date: 5/23/2024



Appendix A

Physical requirements:

The dimensions of the Iris Air are: Unpackaged – Iris Air: 76" H x 42" W x 8" D

Weight – Approximately 125 pounds

To properly utilize the Iris Air will require a footprint of 4'x5' (approximately 20 square feet).

Power:

The Iris Air requires one standard 120V AC electrical outlet to be provided within 5 ft. of the booth location. Due to the energy efficient lights and green computing, it is anticipated that the Iris Air will use less than 5 amps at 120V AC.

Internet:

The Iris Booth requires dedicated internet access. This can be provided via hard-wired ethernet or Wi-Fi. As the booth operates within Iris Booth's VPN, it is required that our single static IP address either remains outside third-party firewalls or be whitelisted. The ports that need to be open for remote access are 22(SSH), 5900(VNC), 8081(Camera Server).

This is to allow Iris Booth the ability to remotely update software, troubleshoot and resolve issues, and access error logs.

Privacy:

At Iris Booth Inc. we are committed to the protection of privacy. We only collect email addresses to capture, deliver and store photos. Iris Booth Inc. does not collect any information for marketing or technical purposes. Images are stored for one year by Amazon Web Services in Ashburn, Virginia. AWS is Privacy Shield certified and therefore was able to evidence that sufficient safeguards are in place to protect personal data.

The website only uses necessary cookies required for the operation of the website (authentication and session management cookies).

Iris Booth Inc.'s Privacy policy is attached hereto https://www.irisbooth.com/privacy-policy/



Appendix B

Service Level Objective Guidelines for Iris Booth Inc.

The following outlines Iris Booth Inc.'s Service Level Objectives.

This detail is offered to BROWARD COLLEGE to provide information on the standards Iris Booth Inc. uses when providing Service. The Service Level Objectives are internal guidelines for the provision of the services, and do not create obligations to any customer, nor introduce any penalty or service credit related to the Service Level Objectives.

1. Performance Objectives

Service Level Parameters

Service will be provided 24 hours per day, 365 days per year. It is expected that Service will be available on a continuous basis greater than 99.0% of the time. Availability is measured in terms of percentage of available time in a defined interval (interval is defined as one calendar month).

Scheduled Service Time is the scheduled hours of operation, and excludes any scheduled outages such as the maintenance window on Sunday from 12:01 a.m. to 6:00 a.m. EST.

MTTR (Mean Time to Repair) MTTR is the time duration between failure of the Iris Booth Service and re-establishment of service. MTTR is measured from the first of either Iris Booth Inc. detecting the failure or the customer declaring the unavailability of service and reporting it to Iris Booth Inc. MTTR ends with the re-establishment of capabilities of the service. MTTR expectation are based on Repair of Service only being provided during normal working hours; Monday to Friday, 8:00 am – 6:00 pm AST.

Iris Booth Inc. will endeavor to provide a MTTR of less than 8 hours for any software related issue. Physical issues will be repaired on a best effort basis with expected repair time of less than 72 hours.

2. Maintenance Windows

Service level objectives are not relevant during these brief maintenance times as the Service is being optimized and not in a state of "normalized operation". The regular maintenance window is scheduled every Sunday from 12:01 a.m. to 6:00 a.m. EST. BROWARD COLLEGE may experience service performance irregularities during maintenance windows and are requested to not report service irregularities during these times. After the maintenance window has passed service levels should return to expected performance levels.



Appendix C

Partner Shipping Information

Please complete the Shipping Form at the following web address:

https://docs.google.com/forms/d/1pAFyaTQSm7iQdMkW40E9Zay_j95Y-jRfslrFO6pBWYw/

*ALL OPENINGS MUST ACCOMMODATE THE FOLLOWING BOOTH DIMENSIONS:

Iris Air: 76"H x 42" W x 8" D Palletized: 80" H x 48" W x 40" D