



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the first renewal option of the standard contract for services with Cay Industries, Inc. dba Print Dynamics (ITN-2021-006-EH - PRINT AND GRAPHIC SERVICES) for college-wide printing services. Fiscal Impact: Estimated \$306,000.00 (Cumulative \$1,539,000.00)

Presenter(s): Donald Astrab, VP, Academic Operations, Analytics, & Comm

What is the purpose of this contract and why is it needed?

This contract directly supports student recruitment, retention, and completion and departmental needs for promotional and print material. The first renewal option is from 07/01/2024 to 06/30/2025.

What procurement process or bid waiver was used and why?

The procurement process utilized was a competitive solicitation process per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. This contract for services is based on the completion of ITN-2021-006-EH for Print and Graphic Services. The contract secures services for the college wide printing needs (this does not include copier services on campus). The term reflects thirty-six (36) months, with three (3) additional one-year renewal periods. Cay Industries, Inc., dba Print Dynamics was awarded the contract following a public invitation to negotiate (ITN) process. Cay Industries dba Print Dynamics' proposal was selected as the best value for the College based on vendor's competitive pricing, experience and service quality. The vendor was selected by a committee following procurement procedures.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes. The budgeted expenditure was established at the last June Board in 2021.

What fund, cost center and line item(s) were used? CC0227-PG000229-FD311-BU201 (\$315,000.00) and Grants FD200, FD205 and FD206 (\$215,000.00).
62000 Printing and 65500 Educational, Office/Department Material & Supplies.

Has Broward College used this vendor before for these products or services? Yes, Cay Industries, Inc., dba Print Dynamics has supplied products and services since July 1, 2016. The vendor is a full-service commercial printer. Products offered are brochures, posters, flyers, business cards, plaques, stickers, decals, mailing campaign, banners, vinyl and vehicle wrap along with promotional items. Services include a dedicated customer service representative, Inventory Management and Warehousing Services, Inclusive on-line ordering portal (Web to Print), and credit card payment portal.

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

Was there a return on investment anticipated when entering this contract? Yes.

2021-2022

Return \$381,074.55

Investment \$306,000.00

2022-2023

Return \$423,491.56

Investment \$306,000.00

2023-2024 - July - March (8 months)

Investment \$236,846.88

Return \$252,554.01

Was that return on investment not met, met, or exceeded and how? The investment was met for the fiscal year 2021-2023. The investment was met by internal departmental charge back.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Directly. Printing Services empower Student Development by providing timely and relevant information to prospective new and current students through the effective use of print technology and strategies. This includes postcard reminder campaigns, mailers, flyers, brochures, and promotional items. While large scale print has decreased in recent years with the increase of digital email and advertising, direct mail marketing has helped increase marketing campaigns effectiveness by raising awareness, increasing conversions/actions and promoting action through mailers. Examples include registration, scholarship, and financial aid specific campaigns.

Additional information: The amount of the contract does not reflect a direct award to the vendor. Costs for printing and promotional items are based on individual departmental budget allocation. The contract provides for an annual operating budget to allow for services to be completed while the college’s internal “Print Shop” reconciles accounting against individual cost centers. Orders are placed, charged by the vendor, disbursed/reconciled against departmental work tags, and posted as through the College’s accounts receivable area. The College’s internal Print Shop serves as a pass through to the vendor, ensuring services, costs, and vendor management are fully compliant with the contract and meets customer service expectations. The internal Print Shop also serves as a business arm of the College offering print/promotional services internally/externally. This contract advances printing business services with a new credit card portal which increases ease of use and streamlines ordering processes.

We should renew our contract with Print Dynamics because of the following reasons:

- Understands the College's requirements and provides competitive pricing that meets our needs.
- Adheres to our day-to-day work schedule and production demands.
- Provides an online ordering portal that allows us to place orders 24/7 (Web to Print).
- Have a dedicated customer service representative who is always available to answer questions or address concerns with any order we may have submitted through their portal.

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 fiscal impact of \$306,000.00 (Cumulative \$1,539,000.00) for the 1-year renewal options. Using Worktags: CC0227-PG000229-FD311-BU103 (\$315,000.00) and Grants FD200, FD205 and FD206 (\$215,000.00). The expenditures may changed based on usage and approved budget and may vary based on usage from various departments and their approved budget.

04/23/24

CC0227 · Printing And Graphic Arts

(\$1,539,000.00)

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs
























4/15/2024

APPROVAL PATH: 12060: Cay Industries, Inc. dba Print Dynamics (ITN-2021-006-EH) Amendment

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Kevin Delsoin	Director Review		 Completed	
2	Donald Astrab	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval 		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	<i>Agenda Preparation</i>		 Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



EXECUTIVE SUMMARY

Contract No. ITN-2021-006-EH

Recommendation that the Broward College District Board of Trustees authorize an increase in the spending authority to the standard contract for services with Cay Industries, Inc. d/b/a Print Dynamics (ITN-2021-006-EH) for college-wide printing services. Fiscal Impact: Increased to \$190,000.00 to pay expenditures through June 30, 2024 (cumulative \$1,233,000.00).

Presenter(s): Donald Astrab, VP, Academic Operations, Analytics, & Comm

What is the purpose of this contract and why is it needed?

This contract directly supports student recruitment, retention, and completion and departmental needs for promotional and print material.

What procurement process or bid waiver was used and why?

This contract for services is based on the completion of ITN-2021-006-EH for printing services. The contract secures services for the college wide printing needs (this does not include copier services on campus). The term reflects thirty-six (36) months, with three (3) additional one-year renewal periods. Cay Industries, Inc., d/b/a Print Dynamics was awarded the contract following a public invitation to negotiate (ITN) process. Cay Industries dba Print Dynamics' proposal was selected as the best value for the College based on vendor's competitive pricing, experience and service quality. The vendor was selected by a committee following procurement procedures. A request is being made for approval of the contract.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes. The budgeted expenditure was established at the last June Board in 2021.

What fund, cost center and line item(s) were used? CC0227-PG000269-FD311-BU103
62000 Printing and 65500 Educational, Office/Department Material & Supplies.

Has Broward College used this vendor before for these products or services? Yes, Cay Industries, Inc., d/b/a Print Dynamics has supplied products and services since July 1, 2016. The vendor is a full-service commercial printer. Products offered are brochures, posters, flyers, business cards, plaques, stickers, decals, mailing campaign, banners, vinyl and vehicle wrap along with promotional items. Services include a dedicated customer service representative, Inventory Management and Warehousing Services, Inclusive on-line ordering portal (Web to Print), and credit card payment portal.

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

Was there a return on investment anticipated when entering this contract? Yes.

2021-2022

Return \$381,074.55

Investment \$306,000.00

2022-2023

Return \$423,491.56

Investment \$306,000.00

2023-2024 - July - January (6 months)

Investment \$187,632.14

Return \$234,431.42

Was that return on investment not met, met, or exceeded and how? The investment was met for the fiscal year 2021-2023. The investment was met by internal departmental charge back.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Directly. Printing Services empower Student Development by providing timely and relevant information to prospective new and current students through the effective use of print technology and strategies. This includes postcard reminder campaigns, mailers, flyers, brochures, and promotional items. While large scale print has decreased in recent years with the increase of digital email and advertising, direct mail marketing has helped increase marketing campaigns effectiveness by raising awareness, increasing conversions/actions and promoting action through mailers. Examples include registration, scholarship, and financial aid specific campaigns.

Additional information: The amount of the contract does not reflect a direct award to the vendor. Costs for printing and promotional items are based on individual departmental budget allocation. The contract provides for an annual operating budget to allow for services to be completed while the college’s internal “Print Shop” reconciles accounting against individual cost centers. Orders are placed, charged by the vendor, disbursed/reconciled against departmental work tags, and posted as through the College’s accounts receivable area. The College’s internal Print Shop serves as a pass through to the vendor, ensuring services, costs, and vendor management are fully compliant with the contract and meets customer service expectations. The internal Print Shop also serves as a business arm of the College offering print/promotional services internally/externally. This contract advances printing business services with a new credit card portal which increases ease of use and streamlines ordering processes.

We should renew our contract with Print Dynamics because of the following reasons:

- Understands the College's requirements and provides competitive pricing that meets our needs.
- Adheres to our day-to-day work schedule and production demands.
- Provides an online ordering portal that allows us to place orders 24/7 (Web to Print).
- Have a dedicated customer service representative who is always available to answer questions or address concerns with any order we may have submitted through their portal.

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 renewal of the existing agreement, including modification to standard terms is acceptable to the Legal Office.

FISCAL IMPACT:

Description: Increased fiscal impact to \$190,000.00 (Cumulative \$1,233,000.00). Using Worktags: CC0227-PG000229-FD311-BU103. To pay expenditures through June 30, 2024.

03/26/24	CC0227 · Printing And Graphic Arts	(\$1,233,000.00)
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Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs 3/13/2024

HISTORY:

04/16/24 District Board of Trustees

RESULT: ADOPTED [UNANIMOUS]
MOVER: Zachariah Zachariah, Vice Chair
SECONDER: Mario Zanotti, Trustee
AYES: Zachariah Zachariah, Alexis Yarbrough, Mario Zanotti, Cindy Kushner
ABSENT: Akhil Agrawal



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of July 1, 2021 between the District Board of Trustees of Broward College, Florida ("College") and Cay Industries Inc., dba Print Dynamics ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

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

2. INDEMNIFICATION.

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

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

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

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College 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.

5. TERMINATION FOR CONVENIENCE.

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

6. AUDIT.

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

7. NONDISCRIMINATION.

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

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work 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 Contract 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 or Section 287.134, 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.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

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

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

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

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

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

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

11. COLLEGE'S TAX EXEMPTION.

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

12. ASSIGNMENT/GUARANTOR.

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

13. FORCE MAJEURE.

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

14. AMENDMENTS.

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

15. ENTIRE AGREEMENT.

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

16. COMPLIANCE.

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

17. APPLICABLE LAW/VENUE.

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

18. VENDOR NOT TO LIMIT WARRANTY.

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

19. TERMS/PROVISIONS.

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

20. STATEMENT OF SERVICES.

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

21. COMPENSATION/CONSIDERATION.

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

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$ see Exhibit C in general liability insurance, \$ see Exhibit C in automobile liability insurance, \$ see Exhibit C in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

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 Contract. 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 the Contract.

24. COMPLIANCE/LICENSES.

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

25. INDEPENDENT CONTRACTOR.

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

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. 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 the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

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

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "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."

30. 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 Contract 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.

31. EMPLOYMENT BENEFITS.



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

32. STOP WORK ORDER.

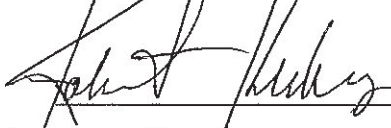
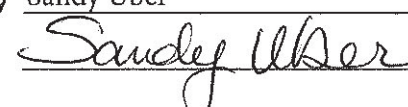
The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate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

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

	
College	Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	Cay Industries, Inc. dba	Tax ID No.	59-2522001
Authorized Representative	Print Dynamics		
	Robert Keshigian	Title	President
Address	1721 N Federal Highway Fort Lauderdale, FL 33305	Telephone	954-563-0775
Signature of Vendor		Date	6/28/2021
Attested By Name (type)	Sandy Uber	Title	Manager
Signature of Attester		Date Signed	6/28/21

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck _____ Title SVP Finance & Operations _____

Signature  Date 6/23/2021 _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

EXHIBIT A-1 PRICES
ITN-2021-006-EH

ITEM #	DESCRIPTION	ORDER VOLUME	TURN AROUND TIME	UNIT	UNIT PRICE
1	20# Bond 8 1/2 x 11-3 hole drilled Black & White without staple; One (1) Sided Production per Sheet; white paper	1-50 copies	3-5 days	each	\$0.04
2	20# Bond 8 1/2 x 11-3 hole drilled Black & White without staple; One (1) Sided Production per Sheet; colored paper	1-1,000 copies	3-5 days	each	\$0.04
3	20# Bond 8 1/2 x 11-3 hole drilled Black & White without staple; Two (2) Sided Production per Sheet; white paper	1-1,000 copies	3-5 days	each	\$0.06
4	20# Bond 8 1/2 x 11-3 hole drilled Black & White without staple; Two (2) Sided Production per Sheet; colored paper	1-1,000 copies	3-5 days	each	\$0.07
5	60# Bond 8.5 x 11 Natural Parchtone (PMS 294) without staple; One (1) Sided Production per Sheet; natural paper	1-2,500 copies	3-5 days	each	\$0.11
6	11x 17 Poster - 10PTCIS; One (1) Sided Production per Sheet; white paper	1-1,000 copies	3-5 days	each	\$0.28
7	Envelopes #10 Security; white	500-2,500 copies	3-5 days	each	\$0.05
8	#10 Window Envelopes 1 color (Black or PMS 294); white	1-1,000 copies	3-5 days	each	\$0.05
9	Booklets; 12 pages; Booklet final size 5.5 x 8.5 -100# coated text-4/4; (self-cover) white stock	1-1,000 copies	3-5 days	each	\$0.65
10	Broward College Business Card; 80# Linen White (PMS 294) 1/0	250-1,000 copies	3-5 days	each	\$0.05
11	Broward College Appointment Card; 100# Cover White 4/4 (Lynx Cover White or equal)	250-1,000 copies	3-5 days	each	\$0.07
12	White Transcript Stock Security Paper, 1 color, PMS 294, SGP-24 Security Guard Plus, Office White	2,500-5,000 copies	3-5 days	each	\$0.10
13	12 point paper, coated one-sided, 12PTC1S, 9 x 12 x 4 Pocket Folder 4/0; w/two Business Card Silt; One (1) Sided Production per Sheet; white paper	1-1,000 copies	3-5 days	each	\$0.88
14	Post Cards 10PTC2S (House Stock) 4/4; Two (2) Sided Production per Sheet; 5" X 7"	250-1,000 copies	3-5 days	each	\$0.22
15	Post Cards 10PTC2S (House Stock) 4/4; Two (2) Sided Production per Sheet; 5" X 7"	1,001-2,500 copies	3-5 days	each	\$0.09
16	Post Cards 10PTC2S (House Stock) 4/4; Two (2) Sided Production per Sheet; 5" X 7", with mailing	250-1,000 copies	3-5 days	each	\$0.04
17	Post Cards 10PTC2S (House Stock) 4/4; Two (2) Sided Production per Sheet; 5" X 7", with mailing	1,001-2,500 copies	3-5 days	each	\$0.15

EXHIBIT A-1 PRICES
ITN-2021-006-EH

18	Carbonless Form; One (1) Sided Production per Sheet; 2 part - 8 1/2 x 11	250-1,000 copies	3-5 days	each	\$0.19
19	Carbonless Form; One (1) Sided Production per Sheet; 3 part - 8 1/2 x 11	250-1,000 copies	3-5 days	each	\$0.28
20	Carbonless Form; One (1) Sided Production per Sheet; 3 part - 8 1/2 x 11	1,001-1,999 copies	3-5 days	each	\$0.16
21	Carbonless Form; One (1) Sided Production per Sheet; 3 part - 8 1/2 x 11	2,500-10,000 copies	3-5 days	each	\$0.13
22	Carbonless Form; One (1) Sided Production per Sheet; CF Tag - coated front	250-1,000 copies	3-5 days	each	\$0.13
23	Carbonless Form; One (1) Sided Production per Sheet; CB White - coated back	250-1,000 copies	3-5 days	each	\$0.13
	Items 24 thru 36 are PROMOTIONAL ITEMS WITH ONE COLOR IMPRINT (frequently ordered)				
24	pens with one color imprint (Classic Javelina or equal)	250-499	7-10 days	each	\$0.59
25	pens with one color imprint (Classic Javelina or equal)	500-999	7-10 days	each	\$0.52
26	T-Shirts, 100% cotton, printed 2-sided, 1/1, royal blue (Gliden or equal)	250-499	7-10 days	each	\$6.30
27	T-Shirts, 100% cotton, printed 2-sided, 1/1, royal blue (Gliden or equal)	500-999	7-10 days	each	\$5.96
28	Lanyards 3/4, Polyester, Screen Printing, Lobster Claw Clip	250-499	7-10 days	each	\$1.26
29	Lanyards 3/4, Polyester, Screen Printing, Lobster Claw Clip	500-999	7-10 days	each	\$0.79
30	Drawstrings Bags 16.5h x 14.25w (Oricle or equal)	50-250	7-10 days	each	\$3.65

EXHIBIT A-1 PRICES
ITN-2021-006-EH

31	Drawstrings Bags 16.5h x 14.25w (Oriole or equal)	251-500	7-10 days	each	\$2.35
32	Tablecloths; sublimation 6' feet, 4 sides, royal blue, non-fitted, polyester fabric, white imprint, high quality.	1-5	7-10 days	each	\$255.00
33	Lawn Signs 12 x 18 – 1/0 – 1 sided with and without stakes	1-5	3-5 days	each	\$16.00
34	Name Badges - Brushed Metal with rounded corners and magnetic fastener. 3 x 2 (PMS 294)	1-5	3-5 days	each	\$17.00
35	Wide Format Printing; Wide Format (High Gloss paper); 24 x 36	1-25	3-5 days	each	\$18.00
36	Retractable Banner 36 x 80 or 33 x 80 with padded carrying case	1-5	5-7 days	each	\$95.00
Items 37 thru 46 are related to Diplomas					
37	Diplomas Cover Padded; Size: 11.5 wide x 9 tall - for an 11 wide x 8.5 tall Diploma; Cover: Blue Leatherette; Inside - White Moire - top and bottom; Ribbons: Silk Blue Corner Ribbons; Style: Tent / Portrait; Associate Arts (AA) Degree Diplomas fits 8 x 10. Must keep in stock at all times.	2,000-3,500	2 months maximum	each	\$5.55
38	Diplomas Cover Padded; Size: 11.5 wide x 9 tall - for an 11 wide x 8.5 tall Diploma; Cover: Blue Leatherette; Inside - White Moire - top and bottom; Ribbons: Silk Blue Corner Ribbons; Style: Tent / Portrait; Bachelor's Degree Diplomas fits 11 x 14. Must keep in stock at all times.	250-1,000	2 months maximum	each	\$12.56
39	Custom Diplomas Envelopes; 9 x 11.5 Top Load Mailer; 20PT CCNB; 3.5 x 1.5 window (1.42mil poly); Peel n Seal Tear String; Print 1 PMS + Spot AQ; Fits 8 x 10 Envelopes. Must keep in stock at all times.	5,000-10,000	2 months maximum	each	\$0.96
40	Standard 12.75 x 15 Envelopes; Self-Seal Envelopes; Heavy Duty 26pt. Board; E-Z Open Mailer; Tear Strip Peel; Print 1/0 Mailing Label; Fits 11 x 14 Diplomas; Item# S-6186 from Uline.com is similar or equal. Must keep in stock at all times.	250-500	3-5 days	each	\$1.27
41	Diplomas 80# 8 x 10 Natural Stock; Variable data, Thermography and seal (gold foil). (Cougar Natural Stock or equal) Must keep in stock at all times.	5,001-10,000	3-5 days	each	\$1.06
42	Diplomas 80# 11 x 14 Natural Stock -1 sided black; Variable data, Thermography and seal (gold foil). (Cougar Natural Stock or equal) Must keep in stock at all times.	250-500	3-5 days	each	\$1.52
43	Diploma Letters; 20# 8 ½ x 11; white paper - printed 1/0.	1-5,000	3-5 days	each	\$0.08

EXHIBIT A-1 PRICES
ITN-2021-006-EH

44	Combination of Item # 42 and Item # 43 (with velcro tabs); 1-sided Colorplast;	1-25	3-5 days	each	\$1.06
45	Combination of Item # 42 and Item # 43 (with velcro tabs); 2-sided Colorplast;	1-25	3-5 days	each	\$1.52
46	Mailing First Class Postage for Diploma	200-2,500	3-5 days	each	\$1.40
47	Monthly Board Pack; 2 packets: Retrieve the file from provided web link: http://browardcollegefil.igtm2.com/Citizens/FileOpen.aspx?Type=1&ID=1130&InLine=True ; 10 Tab insertion 1-10, Full color, 8 1/2 x 11, 3-hole drilled; The tabs are numbered 1-10 Roman numerals Black and White letter sized tabs (following the agenda page to indicate where tabs are placed); Add blank page(s) where needed	2	1-2 days from approved file date	each	\$253.93
48	BI-MONTHLY PUBLICATIONS Title: Panku, 56 pages +Cover, 4/4, 8.5 x 11; 80# Text, 4/4 w bleed Cover 100#, 4/4+matte AQ outside cover, spot matte varnish inside cover, Perfect binding with extra strong glue (Dull McGregor 80# or equal and Dull McGregor Cover 100# or equal).	1500	3-5 days from approved file date	each	\$4.00
49	BI-MONTHLY PUBLICATIONS; Title: Newprint Observer Magazine; 2.5M, 20 pages, 22 x 17, full color; 35# 80 Bright; QT Quarter Folded 11 x 8 5/8; 24 issues per year; Delivery to 4 main campuses.	2200	48 hours	each	\$1.13
50	BI-YEARLY PUBLICATIONS; 1,000 Continuing Education Schedule; 8 1/8 x 10 3/8; Glued on 50# White Offset (Web Press); Bundles in 100's; Delivery to 4 main campuses.	1000	3-5 days from approved file date	each	\$1.13
51	Vinyl Wall Art: 15" x 28" Black Cut out lettering; With Installation required - Price must include installation.	12	schedule may vary	each	\$79.00

EXHIBIT A-1 PRICES
ITN-2021-006-EH

52	Vinyl Floor Art; 24" Side Walk Sticker. With Installation required - Price must include installation. Distribution and Installation is campus-wide.	100	schedule may vary	each	\$52.00
53	Graphic Service	1	schedule may vary	hrly	\$70.00
54	NoteCards; 5.5 x 8.5 folds to 4 x 5.5 Neenah paper Classic Linen, Patriot Blue and Avon Brilliant White 120# Duplex Cover, Scored; Silver Foil including regular A2 envelopes.	250-500	5-7 days	each	\$1.44
55	SIGNAGE; 12" Round Floor Sticker Full Color Interior.	1-100	5-7 days	each	\$8.75
56	SIGNAGE; 12" Round Floor Sticker Full Color Interior for Carpet.	1-50	5-7 days	each	\$16.00
57	SIGNAGE; A-Frame Board (Plasticade or equal) 24 x 36	1-50	5-7 days	each	\$147.00

BROWARDSM COLLEGE

INVITATION TO NEGOTIATE ITN-2021-006-EH

Print and Graphic Services

Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, FL 33309
(954) 201-7455

<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

TABLE OF CONTENTS

Section 1.0	Required Response Form
Response Organization Format & Checklist	
Section 2.0	Introduction, Purpose and General Information
Section 3.0	Special Conditions
Section 4.0	Scope of Services
Section 5.0	Information to be Included in the Submittal
Section 6.0	Evaluation of Responses
Section 7.0	General Conditions
Attachments	
Attachment A	Cost Proposal
Attachment B	Sample Contract
Attachment C1	Supplier Diversity Small Business (SDSB) Program
Attachment C2	SDB Non-Discrimination (Form SDB-1 - Notarized)
Attachment C3	Subcontractor / Supplier Contact
Attachment C4	Subcontractor / Supplier Utilization
Attachment C5	Report of Subcontractor / Supplier Utilization
Attachment D	Statement of "No Response"
Attachment E	Drug-Free Workplace Certification - Notarized
Attachment F	Information Security Affidavit
Attachment G	Broward College Non-Disclosure Agreement
Attachment H	Non-Collusion Affidavit - Notarized
Attachment I	Vendor Conflict of Interest Form
Attachment J	Written Opinion Requirement Re: Florida Preference-Printing
Attachment K	Federally Funded Projects Addendum Form (PUR 10)
Attachment L	Performance Survey Form

1.0 REQUIRED RESPONSE FORM

ITN #: ITN-2021-006-EH	ITN TITLE: Print and Graphic Services	RELEASE DATE: December 4, 2020
DATE DUE: January 15, 2021	TIME DUE – AT OR BEFORE: 2:30:00 p.m. EST	The College has implemented E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com

RESPONDENT INFORMATION

Respondent's name: _____
 Street address: _____
 City and state: _____
 Respondent telephone: _____ proposer fax: _____
 Respondent toll free: _____
 Contact person: _____
 Contact person's address: _____
 Contact telephone: _____ contact fax: _____
 Contact toll free: _____
 Internet e-mail address: _____ internet URL: _____
 Respondent taxpayer identification number: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

Website: _____ Newspaper: _____ Other: _____

Response Certification

I hereby certify that I am submitting the following information as my firm's (respondent) response and am authorized by respondent to do so; respondent agrees to complete and/or provide all information required by this document inclusive of this request for responses, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; respondent agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of response submitted; respondent has not divulged, discussed, or compared the response with other respondents and has not colluded with any other respondent or party to any other response; respondent acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this response are true and accurate.

 Signature of Respondent's Authorized Principal Date

 Name of Respondent's Authorized Principal Title of Respondent's Authorized Principal

NOTE: This original Required Response Form must be fully executed and submitted with this Response Submission. (see Section 5.2.1).

**RESPONDENT ORGANIZATION FORMAT &
SUBMITTAL CHECKLIST**

✓	TAB #	SECTIONS
		GENERAL INFORMATION
	1	Title Page
	2	Acknowledgement of Released Addenda to ITN
	3	Letter of Transmittal
	3	W-9 Form
	3	Notice Provision
	3	Letter of Insurability
	4	Litigation History
		MINIMUM ELIGIBILITY CRITERIA
	5	Required Response Form – Section 1.0
	9	Experience
		RESPONDENT'S EXPERIENCE AND QUALIFICATIONS
	6	Executive Summary
	7	Organizational Profile
	8	Account Management and Staffing
	9	Experience
		PROPOSED SOLUTION AND PROJECT METHODOLOGY
	10	Proposed Solution and Project Methodology.
		COST PROPOSAL
	11	Cost Proposal (Attachment A)
		FINANCIAL CAPACITY
	12	Financial Capacity – DUNS#
		SDB PARTICIPATION
	13	SDB Participation – Attachment C
		DRUG-FREE CERTIFICATION
	3	Drug-Free Workplace Certification – Attachment E
		INFORMATION SECURITY AFFIDAVIT
	3	Information Security Affidavit – Attachment F
		NON-DISCLOSURE AGREEMENT
	3	Non-Disclosure Agreement – Attachment G
		NON-COLLUSION AFFIDAVIT
	3	Non-Collusion Affidavit Attachment H
		VENDOR CONFLICT OF INTEREST FORM
	3	Vendor Conflict of Interest Form - Attachment I
		AGREEMENT FLORIDA PREFERENCE - PRINTING - FLORIDA STATUTE #283.35 WRITTEN OPINION REQUIREMENT RE - FLORIDA PREFERENCE FORM – Attachment J
	3	Florida Preference - Printing - Florida Statute #283.35 Written Opinion Requirement RE. - Florida Preference Form – Attachment J
		FEDERALLY FUNDED PROJECTS ADDENDUM FORM
	3	Federally Funded Projects Addendum Form (PUR 10) – Attachment K
		PERFORMANCE SURVEY FORM
		Performance Survey Form – Attachment L (Performance Survey Form / References are to be emailed directly to the Broward College Procurement Contracting Officer, by the clients who are providing the reference .)

2.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

2.1 GENERAL COLLEGE INFORMATION: Broward College (hereinafter referred to as the "College" or "BC") is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

As the College forges into its second half-century of service to Broward County, it does so as one of the nation's largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. . Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), Broward College has been named as one of the 10 finalists for the 2021 Aspen Prize for Community College Excellence. The Aspen Award is the nation's signature recognition of high achievement and performance in America's community colleges. This is the fourth time that the College has been selected for this national recognition among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

Awarded every two years since 2011, the Aspen Prize recognizes institutions that achieve strong student outcomes across four key areas:

- Teaching and learning
- Degree completion and successful transfer to four-year institutions
- Success in the workforce
- Equitable outcomes for diverse student groups

For more information, visit www.aspeninstitute.org.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community boasts more than 36,800 students and over 5,000 full-time and part-time faculty and staff, who represent more than 132 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides more than 140 programs in eight career pathways which offer specialized certificates, two- and four year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

2.2 PURPOSE OF ITN: The College is releasing this ITN with the intent to receive proposals and to enter into a contract with a responsive and responsible firm qualified to provide all services necessary to outsource the following, to support all College departments. Broward College presently outsources print and graphic services, the Scope of Services (SOS) is to continue outsource of all College print services projects, to consolidate the services of multiple commercial printing services under a single contract and to provide the greatest depth of services and flexibility for the College.

The Vendor shall commit to provide quality products and services to our customers at prices comparable to other major colleges and universities, over the life of the agreement. Proposer should provide a cost-effective method of delivering specified services.

Expenditures were approximately \$460,779 for Fiscal Year 2019-2020 and approximately \$386,753 for Fiscal Year 2018-2019. Any estimated figures are given only as a guideline. No guarantee is expressed or implied as to actual requirements. The items will be ordered on an as needed basis and may consist of multiple orders and purchase order numbers.

Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service from the Vendor under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

2.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

2.3 ITN CONTACT and SUBMITTAL OF QUESTIONS:

CONTACT: Eileen Hunt EMAIL: ehunt@broward.edu
 TELEPHONE: 954-201-5317

Any questions concerning any condition or requirement of this ITN must be received via email to ehunt@broward.edu, with subject line to read **Questions-ITN-2021-006-EH** on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all plan holders who downloaded the solicitation on Demandstar (www.demandstar.com). Any verbal or written information received by proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

2.4 CONTACT AFTER RELEASE (CONE OF SILENCE): Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the release of the ITN and prior to the contract being awarded with the exception of communications with the Procurement Contracting Officer, the District Director of Strategic Sourcing, and/or the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A response from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

2.5 TIMELINE (TENTATIVE CALENDAR): The following are important pre-scheduled dates regarding the ITN, though all dates are subject to change, if required.

December 4, 2020	ITN Release Date.
December 16, 2020 10:30 am	Virtual Respondents' Conference as specified in Section 2.7 To obtain the access code for the Virtual Respondents' Conference, please contact Eileen Hunt at ehunt@broward.edu , with subject line to read "Access Code Virtual Proposers' Conference ITN-2021-006-EH" before December 14, 2020, by 4:00 p.m. EST.
December 28, 2020	Written questions due in Procurement Services by 4:00 p.m. EST. <i>See 2.3 - ITN Contact and Submittal of Questions.</i>
12/21/2020 thru 1/1/2021	Broward College is closed for Winter Break.
January 15, 2021	Responses due on or before 2:30:00 p.m. (EST) as specified in Section 1.0 Required Response Form and Section 2.5.
1/18/2021	Broward College is closed for observance of Martin Luther King Day Holiday.
TBD	PHASE 1: Evaluation Committee Phase I (shortlisting) Meeting Location: Virtual Time: TBD
TBD	Information shortlist for Interviews/Presentations on demandstar.com .
TBD	PHASE 2: Evaluation Committee Meeting(s) - Interviews/Presentations/Demonstrations (if necessary) Location: Virtual Time: TBD Per Florida State Statue Chapter 286.0113, oral presentations/interviews portion of meeting is closed. Committee discussion and recommendation portion of meeting is open to the public. Start time for Committee discussion and recommendation (open portion of meeting) will be posted on website below.
TBD	Information shortlist for negotiations on demandstar.com
TBD	Anticipated Posting Date of Award Recommendation.
3/1/2021 – 3/5/2021	Broward College is closed for Spring Break.

Any change to the above calendar dates will be posted on the Broward College Procurement Services Website: <https://www.broward.edu/about/community/vendor/index.html>

2.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

2.6 **SUBMITTAL REQUIREMENTS:**

The College has implemented E-Bidding and will only accept electronic submittals via Demandstar at www.demandstar.com

- Digital copies must not be larger than 100 MBs for each document size and not the collection of them
- Files submitted must be formatted and enabled for printing, in page size letter as applicable
- The College may request clarifications and additional information after submission
- The College shall not be responsible for delays caused by any occurrence
- In the event of technical difficulties when submitting documents, contact Demandstar.com support at support@demandstar.com or call (206) 940-0305.

Respondents are required to organize their replies in accordance with Section 5.0. The College reserves the right to reject and not consider any reply not organized and not containing all the information outlined in Section 5.0.

Replies must be submitted as established in section 2.5 Tentative Calendar. Submittals received after this date and time will not be considered.

When submitting your reply electronically through Demandstar.com please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system.

- 2.7 **VIRTUAL RESPONDENTS' CONFERENCE:** A virtual Respondents' Conference will be held. If you plan on attending the Virtual Respondents' Conference, please contact **Eileen Hunt** at ehunt@broward.edu to obtain access code, with subject line to read "**Access Code Virtual Proposers Conference ITN-2021-006-EH**" by December 14, 2020, by 4:00 EST. Representatives from all interested companies are encouraged to attend the virtual meeting, but attendance is not mandatory. The purpose of the Respondents' Conference is to allow prospective respondents to bring forth questions they may have, to allow prospective respondents to be aware of questions other respondents may have, and to stimulate discussions that will generate questions in an effort to assist prospective respondents in preparing the best and most comprehensive response for submission to the College.

While Project questions and dialogue are encouraged at the Respondent's conference, no information provided is binding unless it is contained within a College-released addendum to the ITN.

All questions submitted in writing will be answered to all respondents via Addenda. All questions shall be submitted in accordance with Section 2.3. Any information given, by any party, at the Respondents' Conference is not binding on the College unless it is contained within a subsequently released Addenda.

Only the information provided in the ITN or via Addenda shall be considered by respondents. In addition, a representative from the College's Supplier Relations and Diversity Department may be present to address issues regarding Supplier Diversity Small Business (SDSB) participation. SDSB approved vendors are invited to attend.

- 2.8 **Implied Agreement:** By submitting a response, the Contractor agrees to be governed by the terms and conditions set forth in this solicitation.
- 2.9 **Deviations to be clearly noted:** Any deviation from the specifications must be clearly noted in the Respondent's response. All decisions as to the acceptance of deviations are solely within the discretion of the College, and the College may reject any response as non-responsive if the College determines the deviation will have an undesired effect on the instructional design, development and maintenance services.
- 2.10 **Reservation of Rights:** The College reserves the right to waive informalities and to reject any, all, or part of any or all responses. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible proposers who submit responses determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right to:

2.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

- Reject any and all responses received as a result of this ITN
- Waive or decline to waive any minor informalities and any minor irregularities in any response or replies received. A minor irregularity is a variation from the ITN which does not affect the financials of the Reply, or give one Respondent an advantage or benefit not enjoyed by other Respondents, or substantively change the requirements and/or specifications of this ITN, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the ITN requirements or excuse the Respondent from full compliance with the ITN specifications and other contract requirements if the Respondent is awarded the contract
- Determine equipment or other equivalency to the COLLEGE's specifications in evaluating responses replies
- Adopt all or any part of the Respondent's response
- Negotiate changes in the scope of work or services to be provided
- Award contracts to multiple Respondents
- Withhold the award of Contract
- Select the Respondent it deems to be most qualified to fulfill the needs of the College. The Respondent with the lowest-cost response may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable response.

2.11 **Protest Procedure:** Any protest of the terms of this solicitation, including any addenda, or any decision or intended decision concerning this solicitation is governed by Section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

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3.0 SPECIAL CONDITIONS

3.1 **AWARD OF CONTRACT:** Proposers will be evaluated by a Selection Committee on their qualifications and abilities to successfully perform the scope of services as indicated herein. The College reserves the right to make award to a single contractor, or more than one contractor, or to include an award that designates one or more alternates, or to reject any or all responses received.

3.1.1 The College is respectful of proposer's resources, effort and time to prepare a proposal. Some individual jobs will be different from others, it would be difficult to include all of the types of printing requirements that will be required during the contract period. The attached Cost Proposal Form is a sample Market Basket of only some of the items and only some of the quantities for those items. It is anticipated that additional pricing for other items and other quantities will be requested during negotiations, if your company is selected for negotiations. The college reserves the right to use all item pricing provided in making a selection decision.

Prices shall include the following:

- * All required insurance, licenses, and bonds.
- * Overhead.
- * Profit.
- * Vehicles.
- * Delivery fees.

3.1.2 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

3.1.3 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services. Optional and/or Value Added Services will not be considered for evaluation purposes.

3.2 **CONTRACT TERM:** The purpose of this ITN is to establish a contract beginning with date of award and continuing for a period of 36 months to provide service for three (3) years, or as agreed to in the resulting contract.

3.2.1 **Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one-year periods, or as agreed to in resulting contract, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The COLLEGE, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

3.3 **JOINT VENTURES:** In the event multiple proposers submit a joint submittal, a single proposer shall be identified as the Prime Proposer. If offering a joint submittal, Prime Proposer must include the name and address of all parties of the joint submittal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this ITN.

3.0 SPECIAL CONDITIONS

- 3.4 **INSURANCE REQUIREMENTS:** Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.3 – ITN Contact and Submittal of Questions.

Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

A. **COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage
\$500,000 combined single limit per occurrence
\$1,000,000 General Aggregate
\$1,000,000 products/completed operations aggregate

Personal and Advertising Injury
\$1,000,000 per occurrence

Policy must contain contractual liability coverage.

B. Item "B" is not used.

C. **COMMERCIAL AUTOMOBILE LIABILITY** (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles
Bodily Injury and Property Damage
\$500,000 combined single limit per occurrence

D. **WORKERS COMPENSATION**

Florida Statutory Limits - Employer's Liability

If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida. Info found at <http://www.myfloridacfo.com/Division/WC/>

E. Item "E" is not used.

F. **CYBER LIABILITY INSURANCE** If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.

G. **CRIME COVERAGE**

\$1,000,000 per loss

H. "The District Board of Trustees of Broward College, Florida" **shall be named as an additional insured with reference to this ITN.** Insurance Certificate must reference ITN # of this solicitation and must list the College as Additional Insured, as follows: *"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of ITN-2021-006-EH entitled Print and Graphic Services from date of commencement to six months after date of completion."*

I. All insurance carriers must be rated A- or better by AM Best.

J. (30) Thirty Days' notice of cancellation is required on all policies.

3.0 SPECIAL CONDITIONS

K. All certificates must be addressed and sent to:

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

L. All exclusions added by endorsement must be indicated.

M. Certificate must be signed by an authorized representative.

N. If any of the required policies provide coverage on a "**claims-made**" basis:

Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled 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 completion of contract work.

O. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.

- 3.5 **PUBLIC ENTITY CRIMES:** The College reserves the right, among others, to reject the response of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
- 3.6 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.
- 3.7 **WARRANTY AND ABILITY TO PERFORM:** Respondent shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Respondent's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Respondent's obligations or diminish the Respondent's obligations or diminish the Respondent's financial ability to perform the terms of the proposed contract.
- 3.8 **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Broward College Board of Trustees, its officers, agents and employees from any and all judgments, orders, claims, demands, expenses, damages or causes of action which may hereafter be sustained by the Vendor, its officers, employees, and agents or third parties resulting from the Vendor's breach of this Agreement, strict liability or negligence in performing or failing to perform in connection with this Agreement.
- 3.9 **INDEPENDENT CONTRACTOR:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the vendor the agent or representative of the College for any purposes in any manner whatsoever. Vendor is, and shall remain, an independent contractor with respect to all services performed under this Contract.
- 3.10 **SEVERABILITY:** If any provisions of the Agreement resulting from this ITN is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

3.0 SPECIAL CONDITIONS

310.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

3.11 **SCOPE CHANGES:** The College may upon mutual agreement with the Contractor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

3.12 **DEFAULT:** The failure of either party to the Agreement resulting from this ITN to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall

be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.

3.13 **CANCELLATION FOR NON-PERFORMANCE:** This Agreement may be cancelled in whole or in part at any time during the Agreement period for Contractor or equipment non-performance.

3.14 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The Contractor/Consultant shall not sublet

the work or Services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.

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

3.16 **CONFIDENTIALITY:** From the date of issuance of the ITN until the opening date, the Respondent must not make available or discuss their response, or any part thereof, with any employee or agent of the College, unless allowed by the Office of Procurement Services, in writing, for purposes of clarity only.

3.16.1 The Respondent is hereby notified that any part of the response or any other material marked as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

3.17 **NON-SMOKING FACILITY/CAMPUSES:**

3.17.1 Smoking is not permitted on any Campus or Center or building which is designated as a Non-Smoking campus/center.

3.0 SPECIAL CONDITIONS

3.18 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

3.19 **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.

3.20 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties and cities. All government agencies allowed by the vendor/contractor/consultant to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

3.21 **CAMPUS/CENTER LOCATIONS:** The following is a listing of current the College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any COLLEGE campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

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4.0 SCOPE OF SERVICES

4.1 SCOPE OF SERVICES:

Broward College presently operates a print shop located at the Central Campus location in Davie, Florida, the Scope of Services (SOS) is to outsource all College print services projects, to consolidate the services of multiple commercial printing services under a single contract and to provide the greatest depth of services and flexibility for the College.

The Vendor shall commit to provide quality products and services to our Customer's at prices comparable to other major colleges and universities, over the life of the agreement.

Expenditures were approximately \$460,779 for Fiscal Year 2019-2020 and approximately \$386,753 for Fiscal Year 2018-2019. Any estimated figures are given only as a guideline. No guarantee is expressed or implied as to actual requirements. The items will be ordered on an as needed basis and may consist of multiple orders and purchase order numbers.

Although this RFP identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from the Vendor under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

SCOPE CHANGES

The College may upon mutual agreement with the Contractor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

PRINTING SERVICE REQUIREMENTS

- Vendor shall be required to perform printing and copying, including high-volume and/or highly customized documents at a Vendor owned/managed off-site location.
- Vendor shall be required to perform copying, printing, gluing, padding, scoring and finishing for basic and/or customized copying and/or printing of documents, flyers, brochures, posters, booklets, labels, business cards, manuals and other materials as needed.
- Vendor shall include and supply all materials, consumables, and labor, (i.e. paper, toner, staples, etc.) as part of their overall services.
- The College requires a two (2) business day turnaround time for responding to request for quotes.
- All simple copy and/or print orders submitted shall have a 1 to 3 business day turn-around time for production and delivery unless mutually agreed to in writing.
- All medium copy and/or print orders submitted shall have a 3 to 5 business day turn-around time for production and delivery unless mutually agreed to in writing.
- All complex copy and/or print orders submitted shall have a 5 to 7 business day turn-around time for production and delivery unless otherwise mutually agreed to in writing.
- Any rush job for copy and/or print orders submitted shall require a four to six working hour turn-around for production and delivery. Unless otherwise mutually agreed to in writing.
- Extraordinary large, complex and labor intensive copy request may be negotiated for a period greater than the agreed upon turn-around time of 5 to 7 days.
- Print proof copy to be provided on all standard and / or non-standard jobs as requested.
- Vendor shall ship and/or deliver orders during regular business hours, F.O.B. to any College location.

- All costs shall be fixed, firm, final, and inclusive of all fees.
- Vendor shall utilize various pick up/delivery service methods including other companies. The pickup/delivery frequency shall be determined based on the reasonable needs of the College.
- Copy/print requests that fall outside of the general copy and/or print standards are to be quoted on an "as needed" basis.
- Vendor shall supply an internet (Web) based online ordering system compatible with the College on a 365x24x7 basis as part of the overall solution at no additional cost to the College. – Should have like functionality as existing Web CRD.
- Vendor shall provide detailed monthly statements in addition to Vendor billing which shall be monthly, referencing job ticket# and itemized including information to show difference in College end user price vs bill price to the College. The College and the Vendor will work together to specifically define the contents of these reports and invoices/backup. Currently, the parties anticipate that the invoice will state the billing price to the College and that the invoice back-up will include both the bill price and end user price for each job. The final decision(s) on format and content shall be the College's at the College's sole discretion.
- The vendor shall be required to have sufficient staff in the Central Print Facility to complete or facilitate completion of all copy requirements and duplicating requests within the specific and reasonable customer requested turn-around times.
- The vendor shall provide real time tracking of each job request and notification to customers when jobs are complete. The real time tracking shall be accessible to the college.
- The vendor shall provide real time tracking of shipping process and status of each job request that shall be paperless, automated and electronic. The real time tracking of shipping shall be accessible to college.

VENDOR SHALL BE REQUIRED TO PERFORM

- Graphic Design Services
- Off Set Printing
- Wide format posters and banners
- Retractable Banners
- Die Cutting
- Thermography Printing
- Embossing/Debossing
- Foil
- Finishing Services: stapling, binding - spiral, comb, saddle stitching, perfect bind, square bind, scoring, perforating, folding, stuffing, shrink wrapping, hole punching, padding, UV Coating, laminating, mounting
- Variable data printing
- Bulk mail printing with own indicia charge back
- Forms, including NCR
- Envelopes
- Vinyl Lettering/Window Art/Floor Art
- Lawn Signs
- A-Frame Boards
- Name Plates
- Door Inserts
- Business Cards
- Vehicle Wraps
- Special Traffic Signs Custom Imprints
- Signature Stamps
- Name Badges
- Postcards
- Door Hangers
- Invitations & Announcements

- Custom Labels
- Promotional Imprinting (optional, opportunity to quote)
- Decals
- Flyers
- Brochures
- Programs/Booklets
- Diplomas and degree certificate printing and mailings
- Printing foreign characters

GRADUATION DIPLOMAS REQUIREMENTS

Vendor shall be required to perform as follows:

- Quick accurate service:
 - **Less than 7-10 day** turnaround time, from the time college sends the vendor the names through the time the diploma is mailed to student.
 - Option for expedited delivery or next day printing if necessary.
- Tracking ability that shows when diploma was completed, mailed, or returned.
- Vendor Portal (24/7 access):
 - Accessible by Broward College Registrar's staff to upload data needed for the diploma printing:
 - Ability to send a list of 1 or up to 4000 graduate names.
 - Ability to send un-formatted Excel spreadsheet to vendor to format and arrange names and program degree.
 - Ability to track status of diploma that includes, but is not limited to, showing when diploma was completed, mailed, and/or returned.
 - Accessible by students to request reprints/duplicates.
 - Student initiates request and pays for reprint on-line through portal.
 - Request is put in queue to be approved by registrar's staff.
 - Registrar staff approves if applicable.
 - Approved request is sent to vendor for printing and mailing.
 - Mail in packaging that will prevent diploma from being bent during mailing.
 - Notify students when diploma is mailed.
 - Quick print setup for when new signature are needed for the diploma.
 - Electronic archive of signatures that will reflect the original signatures for when replacement diplomas are needed.

OVERAGE (10%)

The College cannot accept less than quantity ordered and may require Vendor to reprint if short count is delivered. Printers are cautioned to include standard overs in their quotes to assure full count. Compensation for larger quantity than ordered will not be made without prior approval. On some orders exact count is required. When exact count is specified, the vendor is required to reprint at no additional cost if short count is delivered.

RETURN OF PREPARATORY MATERIALS AND ORIGINALS

Vendor acknowledges that any and all preparatory materials furnished by College departments to complete jobs are the property of the College. If changes are made to the materials (i.e., manipulation of files), with or without the request of the College, the materials, with all changes, remain the property of the College. All artwork, electronic disks, supplied film, and any other preparatory materials given to the Vendor by the College Department will be returned to the College department within ten (10) business days of project completion. The College requests that modified electronic files be post-flighted and the modified versions returned to the College department

JOB QUALITY REQUIREMENTS

Packaging for pickup or delivery shall be clearly marked and boxed or bundled in such a way as to assure safe transport without damage. Boxes shall be (200 lb. test or stronger) cartons of uniform size and suitable for shelf storage and employee handling. Oversized, overweight, or weak cartons are unacceptable. Loaded cartons must not weigh more than 50 pounds each. Each carton must be marked with name of publication and quantity within. Bundle packaging should be uniform in size and weight and packaged for one person to handle conveniently. In addition, bundles should be protected from band and skid marks. Each bundle should be marked with the name of publication and the count in the bundle. All packages shipped, by any means, shall contain code 128 standard barcoding for tracking purposes.

ACCOUNT MANAGEMENT

Vendor will designate a team of dedicated account representatives who are accessible, technically competent to assist the College customers in making printing decisions, submit documents and review proofs, have access to email, and have good communications skills to assist in all activities associated with the service and maintenance of account. Vendor will notify Procurement / Business Resources office when designated representatives change.

It is understood and agreed that the vendor shall, at all times, have sufficient staff and appropriate equipment to meet obligations as set forth herein. The routine use of off-site facilities shall not wholly substitute for adequate vendor staffing, copying capability or equipment operational deficiencies.

SOFTWARE REQUIREMENTS

The College's Information Technology strategy when it comes to new software is cloud-first. Although on-premise solutions are allowed, they are only allowed when absolutely necessary and there are no other options. The preference for the College with any software is for it to be fully cloud based, thus hosted by the vendor.

All software that will require employees or students to sign-in, should authenticate via our Identity Provider (IdP) OneLogin. The vendor has several different authentication methods available such as SAML(preferred) and LDAP. For more information please visit <https://www.onelogin.com>. Only in very rare circumstances will the College allow direct LDAP authentication to happen with our On-Premise Active Directory environment.

HARDWARE AND INTEGRATION REQUIREMENTS

Vendor's equipment must be compatible with platforms, Windows, Mac, and mobile. Scanning devices shall have TWAIN driver provided that allow third party applications to control scan settings across the network via the IP address if this is included.

Vendor can accept a file of existing Broward College list of items that can be ordered for import into vendors Web based ordering system, in a variety of formats that should include: CSV, XLS or Flat File. Transfer of this file should be via SFTP, FTP or physical media such as DVD. In addition, the use of API calls is available as well, if the vendor system allows it.

RUSH JOBS

Other than the actual charges associated with reproducing materials, the College will not pay any additional charges or fees for rush jobs.

LOGO USAGE

The successful vendor will be provided with the official logos for the College. These logos must be used exactly as they are provided; no modifications may be made to the logos. Failure to use the proper logo will result in a reprint of the job at the vendor's expense.

STORAGE & RETURN OF ARTWORK

The successful vendor will store all electronic files for all jobs at their location for the duration of this contract. These may be used when a re-print of a job is necessary. All digital and non-digital are wholly-owned by the College. All hard copy originals must be returned to the College with the completed job.

CURRENT INVENTORY TRANSFER (Transfer of Inventory to Awarded Vendor)

Diploma Cover envelopes currently stocked by the College will be provided to the Vendor for use in providing the services. The Vendor shall not charge the College for these items and shall make and have available to the College on a continuing basis the usage and inventory levels.

STOCKING OF MATERIALS

The Vendor will be required to stock/store high volume recurring print and promotional materials including but not limited to pocket folders, diploma covers, custom diploma envelopes, blank diplomas (held in a secure area), etc.

STORAGE OF MATERIALS

The vendor facility must have the capacity to store in a clean, dry, indoor area any materials not immediately delivered to the College. Any materials deemed confidential by the college, i.e. test materials, employee data, etc. that are pending delivery or held in storage must be maintained in a manner which will prohibit access by unauthorized individuals. Digital files must be secured in a manner which will prohibit access by unauthorized individuals.

DESTRUCTION OF MATERIALS

Any misprints of confidential material which may be discarded, or inventory which is no longer needed, must be return to the college for proper destruction.

SECURITY OF MATERIALS

The College's information, data and materials may contain sensitive information. The Vendor will need to perform the work under this contract in an environment that is restricted to their employees only. The successful contractor will maintain the College materials in such a manner which will prohibit access by unauthorized individuals. The sensitive information includes but is not limited to course materials, brochures, flyers, templates or template booklets and may not be released to anyone other than the College or its designee for any reason without specific written consent from the College.

PRINT SHOP OPERATION TRANSFER/IMPLEMENTATION AND SCHEDULE (Reconfiguration of schedule from the existing vendor to the awarded vendor)

The below doesn't include all details and every item required to implement the Vendors solution. The implementation and configuration of the entire solution will be completed to the satisfaction of the College.

Step by step procedure of the new "on-line" ordering system

Upon confirmation of contract commitment from the College, Vendor will set up and install a web base ordering system for the College. Below find the necessary steps and time-line for the installation of this system.

Day #1

Upon receiving approval from the College, Vendor will be supplying the College with a secure ftp site and temporary transitional steps for the College to send all orders, through email, to be processed so there is no down time for any of the College's employees or departments.

During the first week of this transition, Vendor will be creating an "on-line" store and ordering system. So we are clear, this system will clearly reflect as a separate "Broward College" only web site and system. Access to the system would require a short

cut created on any user computers, and these users will have either full or partial access from their workstations. What Vendor would need to know immediately, is to have the restrictions defined to Vendor.

To define these restrictions, we would need to know the following:

1. If the College "marks up" the selling price to the various departments, what that percentage would be.
2. The items that would be uploaded to the "on-line" store, including a jpeg, pdf, or a physical sample so Vendor could scan and place them as thumbnails on the ordering system.
3. The option of what College would want the end user to see. For example and as is currently anticipated by the parties, if the procurement department wanted to see the actual purchase price that was paid to the vendor and the marked-up selling price, they would have complete administrative access to all pricing information. The various departments or individuals ordering should only see the selling price and would have a more limited visual access than that of the administrative view. The site will have an "ftp" shortcut on it, so the end users could place their orders and up-load the files (should the files fall into the category of a copy job or any other variable job that does not fall into the category of a standard inventory item.)
4. Vendor would need definition, from the College, as to the steps that the College wants this system to process. Once a department places an order, we would need to know where the order confirmation would go. Vendor can set the ordering up to come straight to Vendor, or to have it go to an administrator within the College to approve this order and then sent to Vendor for processing. The administrator would only be required to hit an "approved button" and the order processing would be transmitted to Vendor. This is fully automated, so the more information that Vendor can get during the building of this site, the smoother and quicker the transition would go.

The site would be accessible within the first two weeks of building. It would be at that time that Vendor would be uploading the first items on the site, including, but not limited to having full access to College's business card ordering and copy job ordering. It would be during this time, from day number one to day 14, that Vendor and College IT departments would work with each other, to make sure that the protocols that College department requires are in place and acceptable to you. Again, since it is a web base system, it has no effect on the College's internal servers. College's on-line ordering system would be stored on Vendor servers.

During the two-week period, all of your items and files would be uploaded to your online store. At the approximate 3-week point, Vendor would be setting up a virtual classroom training session for College's administrative printing department, at which time they can begin testing to make sure that it is working to your satisfaction, making any adjustments to the site for any concerns that may occur. While College is testing the system, Vendor will be finishing all up-loads so the site is complete at the 4-week point.

By the end of the fourth week, Vendor will be ready to fully implement the system.

For the system to work and have all within the College understand it, Vendor will be making additional virtual training sessions available to College at whatever campus that College would like. Vendor would also have a video both on the site and available to send to whomever needs it, demonstrating how to use the system. In addition to that, there will be a "frequently asked questions" section for those who might

have questions when accessing the site. If there are additional questions or problems that the College community would have, Vendor will provide a tech support call center, which will be available to them to have a trained specialist walk them through their problem.

There will be, during our training period, demonstrations of all the reports available to College which would also be accessed, if needed through Vendor tech support lines.

During this period of developmental and implementation period, the Vendor must have dedicated customer service reps and outside sales representatives calling on the College, to make sure that all orders needed would be proficiently done, processed and delivered

(Balance of page intentionally left blank.)

5.0 - INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to maintain comparability and facilitate the review process, it is strongly recommended that replies be organized in the manner specified below with proper section dividers and tabs. Include all information requested herein in your reply.

Electronic submittals should be limited to **not more than 75 (8.5 inch x 11 inch) pages**, (excluding, covers, Table of Contents, section dividers and/or tabs, acknowledgement of released Addenda, Litigation History, and SDB Forms). Dividers shall divide the sections TAB 1 through TAB 13. Secondary dividers (not in the page count) may be used at the Respondent's discretion to present information clearly. It is preferred that submittals be limited to 75 pages. Submissions in excess of 75 page or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process. Include all information requested herein in your submittal.

- Respondents are requested to organize their replies in accordance with Section 5.0, Information To Be Included In The Submittal. The College reserves the right to reject and not consider any reply not organized and not containing all the information outlined herein. Electronic Reply must be submitted **on the date established in Section 2.5, Tentative Calendar**.

5.1 General Information

(Tab 1) 5.1.1	Title Page & Table of Contents	<p>Include ITN number, date, and subject, the name of the respondent, address, and telephone number.</p> <p>Include a clear identification of the material by section and by page number.</p>
(Tab 2) 5.1.2	Acknowledgement of Released Addenda to ITN	<p>The College reserves the right to issue any addendum modifying any portion of this ITN. Caution is given that certain addenda may be required to be submitted with responses as specified in the particular addenda.</p> <p>It is the prospective proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with response.</p>
(Tab 3) 5.1.3	Letter of Transmittal	<p>Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), email address(es) and telephone number(s).</p>
(Tab 3) 5.1.4	W-9 Form	<p>It is a requirement of this ITN that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with response or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov. Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, if awarded, until such time as W-9 is received.</p>
(Tab 3) 5.1.5	Notice Provision	<p>Following contract award, when any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.</p>

This information must be submitted with the response or within three days of request. For the present, the parties designate the following as the respective places for giving notice:

To College: Judy Schmelzer, AVP, Business Services & Resource Management
Procurement Services Department – 2nd Floor
6400 NW 6th Way, Fort Lauderdale, Florida, 33309

With Copy To (College): Office of the General Counsel
 Broward College
 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301

With Copy To (Contract Administrator): Wanda Sims, Coordinator, Printing
 Broward College
 3501 Davie Road, Davie, Florida 33314

To Proposer: *(Proposer to Insert)*

With Copy To (Proposer): *(Proposer to Insert)*

(3) 5.1.6	Insurance	Letter of insurability as outlined in Section 3.0, Paragraph 3.4
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(Tab 4) 5.1.7	Litigation History	<p>State whether any team member has been involved in any services related litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information:</p> <ol style="list-style-type: none"> a. the style/caption of the matter b. the case number c. the forum/venue of the action d. a description of the claim, action, or litigation e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final.
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If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.

For joint venture or team responses, submit the requested information for each member of the joint venture or team. For firms with a parent or holding company or related subsidiary, submit requested information for all parties. Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

5.2 Minimum Eligibility Criteria

In order to be considered for award and to be further evaluated, **respondent must meet or exceed the following criteria.** Failure to meet minimum eligibility criteria, detailed below, will result in response disqualification.

(Tab 5) 5.2.1	Required Response Form	Submit Required Response Form (Section 1) with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form. <u>Failure to submit a Required Response Form, as requested herein, will result in response disqualification.</u>
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(Tab 9) 5.2.2	Experience	<ol style="list-style-type: none"> a) Proposer must have a minimum of five (5) consecutive years of current engagement, directly performing, successfully completed, and proven printing and graphic and related services experience in providing products and or services of same or similar size and scope, and be normally and routinely engaged in directly performing such services. b) Have the productive capacity to perform.
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5.3 Proposer's Experience and Qualifications (MAXIMUM POINTS 30)

- (Tab 6) **Executive Summary** 5.3.1 Submit a brief summary, of no more than three pages, in non-technical language stating the proposer's interest in the contract; overview of firm capabilities and qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided and proposer's ability to comply with all requirements of contract.
- a) The respondent shall explain in detail why respondent is interested and why firm would be the best choice for the College.
 - b) Letter shall include the year the firm was established, summarize the firm and their qualification for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.
 - c) Brief description of proposer's present operations.
 - d) Summary by narrative, or other means, showing the proposer's qualifications and experience.

- (Tab 7) **Organizational Profile** 5.3.2 Identify the prime Proposer responsible for all portions of this ITN. Include:
- a) Current organization's legal name as it is registered with the Florida Department of State, division of Corporations, and d/b/a if have a d/b/a.
 - b) Prime Proposer's addresses, telephone number, fax number, email address, website.
 - c) The date that organization was established.
 - d) The number of years established in business, including operation under other firm names, providing services same or similar as described herein.
 - e) Number of years in business and number of years in business in the State of Florida.
 - f) The size of the organization.
 - g) List the key personnel (include joint parties when applicable) designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses, education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.
 - h) Copy of all active business licenses, registrations, and certifications as applicable, documenting proposer is fully licensed to conduct relevant business in the State of Florida. Occupational / business licenses are required as applicable. If permitted, sub-contractor licenses may be required during any phase of the process and during the term of contract.
 - i) Copy of State of Florida Department of State registration indicating when corporation / LLC / or other form of legal entity was organized, corporation number, and date and status of most recent annual report, with proposal or within three days of request.

Proposer must be registered by the Florida Department of State Division of Corporations, to operate in the State of Florida a the time of contract negotiation.

In the event that the response consists of a Joint Venture, a fully executed Joint Venture Agreement between the parties is required. At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the parties and must identify one party as Prime for the purposes of this project.

(Tab 8) 5.3.3	Account Management and Staffing	Include organizational chart with Local, District and Corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist BC in all activities associated with the service and maintenance of this account.
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(Tab 9) 5.3.4	Experience	Refer to Attachment A – Scope of Services/Specifications, Section 5 – Qualifications.
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A. Qualified proposers shall provide evidence of the following:

- a minimum of five (5) years experience, with preference given during evaluation to Proposers with at least ten (10) years experience;
- experience shall be in directly performing commercial printing and graphic services which are same or similar to the requirements and scope of this project(s), techniques, trade standards, quality workmanship, project scheduling, cost control, and management of projects, for projects of similar scope of services;
- experience is to be shown by the successful completion within the three (3) years prior to the RFP due date of ten (10) projects of similar scope of services for commercial printing and graphic services.

Please list projects and provide the following information.

1. Name and location of the project.
2. The nature of the firm's responsibility on the project and brief scope of services performed.
3. Project owner's representative name, street address, email and telephone number.
4. Project user's representative name, street address, email and telephone number.
5. Dates of project.
6. Cost of project.
7. Present status of the project.

B. List term contracts held or awarded for the services which are same or similar to the requirements and scope in this solicitation.

C. Provide a statement confirming that the contractor will employ staff skilled in printing and graphic services throughout the duration of the contract.

D. State whether Proposer has ever failed to complete work awarded to Proposer. If so, explain where and why.

5.3.5	References	All proposers providing a response to this Solicitation shall have their client <u>submit directly to the College</u> via email as indicated below, a completed Performance Survey Form (Attachment L) in PDF format. All forms must be received from your clients directly by the College by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or change of calendar date in our web page.
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Four (4) related Performance Evaluation Survey Forms (see Attachment K) are required to be considered for the maximum Solicitation points. If the College receives less than four (4) completed forms directly from your client, points will be proportionally reduced. Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients for whom Proposer has performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five (5) years prior to the Solicitation due date.

All references are to be emailed from your clients directly to the College to:

Procurement Contracting Officer: Eileen Hunt **Email:** ehunt@broward.edu

Please inform and forward the Performance Survey Form to each of your clients/ references requesting that the Form be filled-out. Once the form is completed by each of your clients/references, instruct them to email directly to the Broward College Procurement Contracting Officer's email listed above in PDF format. All forms must be received by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or a change of calendar date in our web page.

ANY BROWARD COLLEGE PROJECTS OR CONTRACTS SHOULD NOT BE INCLUDED AS A REFERENCE.

Do not provide any reference forms or reference letters or excerpts from reference forms or letters in your proposal response.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

5.4 Proposed Solution and Project Methodology (MAXIMUM POINTS 40)

(Tab 10)
5.4.1

**Proposed
Solution
and Project
Methodology**

Using Section 4.0, Scope of Service of this solicitation, describe in detail how proposer will accomplish all of the service(s) identified. At a minimum, response must include and provide detailed replies to the following:

- a) **Proposer's Procedures.** Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.
- b) **Coordination.** Provide detailed information on how proposer will coordinate the completion of required services.
- c) **Communication.** Provide detailed information on how proposer will communicate with assigned College liason prior to, during and after job commencement.
- d) **Accountability and Reporting.** Provide explanation and detailed examples of reports/dashboards and data that will be provided prior to, during, and after execution of services.
 - The awardee shall make available a web based reporting tool that can be viewed by the College designated staff.
 - The awardee will be required to produce a daily report indicating what is scheduled to be delivered that day as well as what is currently pending.
- e) **Timeframe.** Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar

- f) **Inflationary Cost.** The proposer shall describe how they will handle inflationary cost.
- g) **Equipment.** Provide a list of equipment used to effectively produce the types of jobs stated in this ITN and how are you set up to store printed materials.
- h) **Service Offerings.** Describe the products and services offered by the proposer. Describe unique services that may be of interest to the Colleg , such as alternative materials, other methods that may be of assistance to the College in controlling cost.
- i) **Transition plan.** Proposer shall provide a transition plan addressing how turnover will be handled, the plan should include the responsibility of the proposer and the College. During the transition, the proposer shall not unreasonable delay or interrupt, or disturb the operation of the current printing facility.
- j) **Best Value.** Describe the process of producing "best value" savings to the college.
- k) **Other / Value Added / Enhancement Services.** Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed solution and methodology.

5.5 Cost Proposal (MAXIMUM POINTS 20)

(Tab 11) 5.5.1	Cost/Price of Services / Cost Proposal Form	Submit completed Attachment A – Cost Proposal Form. The attached Cost Proposal Form is an excel worksheet. Proposer must provide the information on prices and rates in the attached Attachment A, Cost Proposal Form, <u>in the same unchanged excel format. The information must not be password protected.</u>
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The attached Cost Proposal Form is a sample Market Basket of some of the items. The college reserves the right to use all item pricing in making a selection decision.

For products or services not offered by the proposer, insert N/A in the cost column.

Prices shall include the following:

- * All required insurance, licenses, and bonds.
- * Overhead.
- * Profit.
- * Vehicles.
- * Delivery fees.

5.6 Financial Capacity (MAXIMUM 10 POINTS)

(Tab 12) 5.6.1	Financial Capacity	Proposers shall submit Dun & Bradstreet Duns Number (D-U-N-S#). The College will use the total of both the D & B Delinquency Predictor Score (formerly the Commercial Credit Score) (DPS) and the D&B Failure Score (formerly the Financial Stress Score) (FS) Reports in order to assess financial capacity of proposer. If your firm is not currently registered at D&B, you are required to do so before submitting your response to the College. Please contact D&B
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5.7 Supplier Diversity Small Business (SDSB) Program (MAXIMUM 10 POINTS)

(Tab 13) 5.7.1	Supplier Diversity Small Business (SDSB) Program	The Respondent shall provide evidence, if certified, of its <u>Small Diverse Small Business (SDSB) certification</u> as defined in the College Policy 6Hx2-6.36 and shall indicate the SDSB group owning controlling interests in the company.
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A copy of the SDSB Program approval letter issued by Broward College should be included with all solicitations, whether participation is as a prime contractor/vendor or a subcontractor/subvendor, in order to receive the benefits of the SDSB Program Participation Criteria Points based on Respondent's documentation.

For more information and to download the College's SDSB Program Policy and Procedure, please visit:

Policy: <https://www.broward.edu/legal/policies/Section%20Template/6Hx2-6.36.pdf>

Procedure: <https://www.broward.edu/legal/policies/Section%20Template/A6Hx2-6.36.pdf>

The College recognizes certifications from several sources including: The State of Florida, School Board of Broward County, the Florida State Minority Supplier Development Council, Women Business Enterprise National Council, Broward County Government, Miami-Dade County Government, and Palm Beach County Government. Additionally, the College may impose size standard criteria as recommended by the Miller3 Consulting, Inc. study.

The College is not a certifying agency. Omission of certification certificates from one of the certifying agencies for each company listed on ATTACHMENT C4- will result in loss of SDB Criteria Points.

PRIME NON-SDB RESPONDENTS MUST:

- a. Submit a summary, a minimum of four paragraphs but no greater than two pages, on how the Respondent will assure Small Diverse Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers, and professional service providers.
- b. Submit ATTACHMENT C3 - SUBCONTRACTOR/SUPPLIER CONTACT REPORT (FORM SDB-2) – lists all SDBs contacted regarding this project. SDB's must be enrolled in Broward College's SDSB program to receive points when utilized on this project. Proof of program enrollment is either a SDSB Program Letter issued by Broward College's Office of Supplier Diversity or an internal verification done by Broward College's Office of Supplier Diversity. Certificate is not required on this form.
- c. Submit ATTACHMENT C4 - POTENTIAL SUBCONTRACTOR/ SUPPLIER UTILIZATION REPORT – lists the SDBs to be utilized on this project. SDBs must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, CSBE) to be utilized on this project. **SDB percentage total must be included.** Omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification is required for each company listed. Companies listed without the accompanying documentation will not be counted. Companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

Respondents will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors.

Any respondent refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

PRIME SDB RESPONDENTS MUST:

SDB Respondents must submit proof of approved enrollment in Broward College's SDSB program. Proof can be in the form of a letter from Broward College's office of Supplier Diversity or must be verified internally and documented by the office of Supplier Diversity. Approved SDB respondents will receive 100% of the SDB Criteria Point Percentage (a total of ten (10) points) in the solicitation evaluation/selection process.

Any respondent refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

Respondents not utilizing certified Small Diverse Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Small Program.

SMALL DIVERSE BUSINESS:

Respondents who are not SDB, or who do not utilize subcontractors who are certified SDB's, will not receive any SDB Criteria Points.

INCREASED PRIME SCORE POINTS FOR SDB PARTICIPATION:

In order to assess the Small Diverse Business (SDB) participation criteria points, Broward College requires enrollment in its Supplier Diveristy Small Business (SDSB) Program. The chart below shows the matrix used to determine assigned scores.

Table B: Percentage of SDSB Program Participation Criteria Points based on Respondent's documentation.

SDSB Program Participation Percentage		% of SDSB Program Criteria Points	SDSD Program Score Points
Approved SDSB Prime Contractor		100%	10
Certified SDSB subcontractor / sub-consultant / supplier enrolled in Broward College's SDSB Program	41 - 49%	80%	8
	31 - 40%	60%	6
	21 - 30%	40%	4
	11 - 20%	20%	2
	5 - 10%	10%	1
Less than 5%		0%	0

The maximum total possible points that can be awarded to a prime contractor/vendor who is enrolled in the College's SDSB Program is ten (10) points.

All Primes who are not enrolled in the College's SDSB Program who have subcontractor(s)/sub-consultant(s)/supplier(s) enrolled in the College's SDSB program can only receive a maximum score of eight (8) points, based on the percentage of

work/materials/supplies assigned to a certified SDB subcontractors and vendors provided on the utilization form (Attachment C4.) **To receive any program participation points**, proof of enrollment in Broward College's SDSB Program (i.e. Program Approval Letter issued upon program enrollment by Broward College, Office of Supplier Diversity) must be included with submitted proposal(s), otherwise, an internal verification must be completed to confirm enrollment. Additionally, the percentage of SDB participation **MUST** be documented in the Utilization Form (Attachment C4) submitted by the proposer/prime contractor/vendor. These scores will subsequently be used to track contractor/vendor performance.

5.8 ATTACHMENTS

Fully complete and submit the following forms.

(Tab 3) Non-Discrimination – See Attachment C2
5.8.1

Proposer must submit a completed Non-Discrimination Profile (Attachment C2). In the case of a Joint Venture Response, multiple proposers must each submit a completed Non-Discrimination Profile (Attachment C2).

(Tab 3) Drug-Free Workplace Certification – See Attachment E
5.8.2

(Tab 3) Information Security Affidavit – See Attachment F
5.8.3

(Tab 3) Non-Disclosure Agreement – See Attachment G
5.8.4

(Tab 3) Non-Collusion Affidavit – See Attachment H
5.8.5

(Tab 3) Vendor Conflict of Interest Form – See Attachment I
5.8.6

The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time.

All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.

(Tab 3) Florida Preference – Printing – Florida Statute # 283.35 Written Opinion Requirement Re-Florida Preference –
5.8.7 Printing – See Attachment – See Attachment J.

(Tab 3) Federally Funded Projects Addendum Form – See Attachment K
5.8.8

(Balance of page intentionally left blank.)

6.0 EVALUATION OF RESPONSES

- 6.1 **Phase 1, Evaluation Criteria (Initial Screening):** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all submittals received for ITN-2021-006-EH, which meet or exceed Section 5.2, Minimum Eligibility Requirements, according to the following initial screening criteria:

Criteria Section:		Maximum Points
5.3	Proposer's Experience and Qualifications	30
5.4	Proposed Solution and Project Methodology	40
5.5	Cost Proposal	20
5.6	Financial Capacity	10
5.7	SDSB Program	10
Total Maximum:		110

- 6.2 **Result of Evaluation of Responses:** Based upon the results of Section 6.1, the College, at its sole discretion, may: 1) may short-list the top ranked proposers (short-list number to be determined by the Committee) for further consideration and / or interviews; 2) recommend an award; 3) may reject all responses received; 4) Waive any informalities; 5) Re-advertise/re-solicit bid/responses; 6) May reject all responses without further action; 7) accept or reject any bid/response or portion of a bid/response as deemed in the College's best interest. 8) Invite one or more top-ranked proposers to participate in contract negotiation phase and/or award; (9) take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

- 6.2.1 **Response Clarification:** During the review of responses, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on responses elements submitted.

- 6.3 **Phase 2, Interviews/Demonstrations:** In the event that the College chooses to interview recommended short listed proposers in accordance with Section 6.1 and 6.2, the Committee shall interview the short-listed proposers in order to make an award or enter into negotiations. Scores and rankings as a result of Section 6.1 will neither be considered, nor carried forth as part of the scores and rankings resulting from the interview phase. Short-listed proposers will be interviewed against a set of standard questions and/or clarifying questions (response-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

Criteria Section:		Maximum Points
a)	Understanding of the College's Requirements	20
b)	Relevant Experience	20
c)	Unique Qualifications	20
d)	Overall Approach, Methodology, and Ability to Perform Contract	40
Total Maximum:		100

- 6.4 **Result of Interviews and Presentations:** Based upon the results of Section 6.3, the College, at its sole discretion, may: 1) recommend award and/or negotiations to the top ranked proposer; 2) may recommend award and/or negotiations to more than one top ranked proposer; 3) may reject all responses; 4) re-advertise/re-solicit bid/response; 5) May reject all responses without further action; 6) accept or reject any bid/response or portion of a bid/response as deemed in the College's best interest. In addition to recommending the top-ranked proposer(s) with whom a successful contract can be negotiated, College reserves the right to make award to a single contractor, more than one contractor, or to include an award that designates one or more alternates.

6.5 **Contract Negotiation.** The Negotiations Team will begin negotiations with the top-ranked proposer(s) as recommended by the Evaluation Committee in accordance with Section 6.2 and/or 6.3. The enclosed "sample" contract (Attachment B) shall be the basis for any contract negotiation and resulting agreement. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this ITN, and to include proposer's offer, contract negotiations, and final acceptance. The College may add to or amend any term or condition of the sample contract prior to final acceptance by both parties. Negotiations will continue with one or more responses until such time as a contract is agreed upon or until the College rejects any or all responses.

6.5.1 The College reserves at any time during the negotiations process to:

- Schedule additional negotiation sessions with any or all responsive proposers;
- Require any or all responsive proposers to provide additional or revised detailed written responses addressing specific topics;
- Require any or all responsive proposers to provide a best and final offer;
- Require any or all responsive proposers to address services, prices, or conditions offered by any other proposer;
- Pursue a contract with one or more responsive proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written responses or request for best and final offers;
- Pursue the division of contracts between responsive proposers by type of service or geographical area, or both;
- Arrive at any agreement with a responsive proposer, finalize contract terms with such proposer and terminate negotiations with any or all other proposers, regardless of the status of or scheduled negotiations with such other proposers;
- Decline to conduct further negotiations with any proposer;
- Reopen negotiations with any proposer;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

6.5.2 The College reserves rights after notice of award recommendation to:

- Negotiations after Award Recommendation: The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of Award Recommendation in order to establish final terms and conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.
- Other reserved rights: The College reserves the right, after posting Award recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 6.3; Interviews at any time prior to the execution of a contract.
- The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive proposer(s) affected and whether to provide concurrent public notice of such decision.

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7.0 GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for an additional three (3) one-year renewal periods and an additional 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at http://www.fiscal.treasury.gov/irsreports/ref/suretyBnd/c570_a-z.htm. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment

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

19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all MSDS WITH THIS BID or UPON REQUEST. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE.** The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP/ITN Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- a. Any agreement resulting from the award of this solicitation; then
- b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
- c. this solicitation; then
- d. respondent's proposal.

In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.

37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.

39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.

40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.

43. **INDEMNIFICATION:**

a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.

b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.

44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.

46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.

47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.
- c. Cost of Municipal Building Permits.
- d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.

49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal

holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided b law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
- (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
- (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
- (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

Broward College | ITN-2021-006-EH
COST PROPOSAL | ATTACHMENT A

See Attachment A on Demandstar

Broward College | ITN-2021-006-EH
SAMPLE STANDARD CONTRACT FOR SERVICES | ATTACHMENT B

See Attachment B on Demandstar

Supplier Diversity Small Business (SDSB) Program

C1 – SDSB PROGRAM PROCESS AND REQUIREMENTS

C2 – SDB NON DISCRIMINATION PROFILE (FORM SDB-1)

C3 – SUBCONTRACTOR/SUPPLIER CONTACT (FORM SDB-2)

C4 – POTENTIAL SUBCONTRACTOR/SUPPLIER UTILIZATION (FORM SDB-3)

C5 – REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION (FORM SDB-7)

SDSB Program Processes and Requirements

1. Vendor Non-Discrimination.
All vendors bidding on College contract opportunities must submit a vendor Non- Discrimination Profile (Attachment C2).
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Contact (Attachment C3) and submit Potential Subcontractor/Supplier Utilization (Attachment C4) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization (Attachment C5) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment C5.
 - c. Attachment C5 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Potential Subcontractor/Supplier Utilization (Attachment C4). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the Attachment C5. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - o Withhold approval of the successful bidder's invoices for progress payments,
 - o Increase the amount of the successful bidder's retainage, or
 - o Evoke any other penalties as stated in General Conditions of the ITN (***Nonconformance to Contract Conditions***).
3. COLLEGE'S RESPONSIBILITIES
SDB Requirements in Contracts – Procurement Services, Facilities Management and the Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.

ATTACHMENT C2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

Broward College | **ITN-2021-006-EH**
STATEMENT OF NO RESPONSE | **ATTACHMENT D**

If your company will not be submitting a response to this Invitation to Negotiate, please complete this Statement of "No" Response Sheet and return, prior to the ITN Due Date established within, to Jose Luis Hidalgo at ehunt@broward.edu.

Broward College
 Procurement Services Department

This information will help **Broward College** in the preparation of future ITNs/ITNs/ITBs/RFQs.

Bid/ITN Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Qualifications.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

Broward College | **ITN-2021-006-EH**
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087) | **ATTACHMENT E**

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN The PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____

(Printed, typed or stamped commissioned name of notary public)

Broward College | **ITN-2021-006-EH**
INFORMATION SECURITY AFFIDAVIT | **ATTACHMENT F**

I, _____ [Name], the designated signing manager for _____ [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

_____ [Initials] 1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

_____ [Initials] 2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

_____ [Initials] 3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

_____ [Initials] 4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

X _____

Title _____ Date _____

Broward College | **ITN-2021-006-EH**
NON-DISCLOSURE AGREEMENT | **ATTACHMENT G**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

Non-Disclosure Agreement, continued

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The Board of Trustees of Broward College

By: [Signature]

By: [Signature]

Printed Name: ROBERT KESHIGIAN

Name: John Dunhuck

Title: President

Title: SVP Finance & Operations

Date: 6/28/2021

Date: 6/23/2021

DocuSigned by:

718ED749A745435...
John Dunhuck

Broward College | **ITN-2021-006-EH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT H**

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:

_____ By: _____

 (Printed Name)

 (Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2018, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
(Name(s) of individuals(s))
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp
or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

Broward College | **ITN-2021-006-EH**
VENDOR CONFLICT OF INTEREST FORM | **ATTACHMENT I**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their response the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below: _____

BIDDER'S FIRM NAME: _____

Print name: _____

Signature: _____

Broward College ITN-2021-006-EH
WRITTEN OPINION REQUIREMENT re: PREFERENCE FOR ATTACHMENT J

**FLORIDA PREFERENCE -PRINTING - FLORIDA STATUTE
#283.35 WRITTEN OPINION REQUIREMENT RE -
FLORIDA PREFERENCE**

Broward College is required in solicitations to comply with providing a preference to Florida Businesses in accord with Fla. Statute # 283.35 "Preference given printing within the state".

To be Responsive, Printing Bidders/Proposers/Firms shall submit with their bid/proposal/submittal a fully completed "Written Opinion Requirement re: Florida Preference- Printing".

1. **Name of firm** submitting a Bid/Proposal/ITN reply:

2. List the **State** which is the Principal Place of Business for the Bidder/Proposer*: _____

2A. Phone #: (____) _____

Email: _____

3. **Signature** of Bidders/Proposers: _____

Printed Name: _____

Note: Bidders/Proposers who failure to submit a fully completed "Written Opinion Requirement re: Florida Preference - Printing" will cause their Bid/Proposal to be considered non-responsive.

*Principal place of business, as defined by F.S. 607.01401(20), or if the bidder/proposer is an individual or a sole proprietorship, then its principal place of business is in the state where the bidder's primary residence is located.

Listed below is a copy of:

Florida Statute # 283.35 "Preference given printing within the state."— When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

Broward College | **ITN-2021-006-EH**
FEDERALLY FUNDED PROJECTS ADDENDUM FORM | **ATTACHMENT K**

See Attachment K on Demandstar

Broward College | **ITN-2021-006-EH**
PERFORMANCE SURVEY FORM | **ATTACHMENT L**

See Attachment L on Demandstar

EXHIBIT "C"
SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Section 23 "OWNERSHIP" shall be modified as follows:

23. OWNERSHIP

The College shall retain exclusive title, copyright and other proprietary rights to all work items, including, but not limited to, all documents, technical reports, research notes and scientific data, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. Vendor does not own, therefore cannot give the College ownership and proprietary rights relating to its programming architecture, including, but not limited to, HTML code, program code, graphical code, design, technique, etc. This Agreement does not transfer, sell, assign, or entitle College to any of Vendor's source codes, programming documentation, or trade secrets. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

Section 27 "IMMIGRATION" is removed and replaced with Section 27 "E-VERIFY" as follows:

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.

Section 22 "INSURANCE" is modified to include insurance amounts as follows:

A. COMMERCIAL GENERAL LIABILITY

Bodily Injury and Property Damage
\$500,000 combined single limit per occurrence
\$1,000,000 General Aggregate
\$1,000,000 products/completed operations aggregate

Personal and Advertising Injury
\$1,000,000 per occurrence

Policy must contain contractual liability coverage.

C. COMMERCIAL AUTOMOBILE LIABILITY (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles
Bodily Injury and Property Damage
\$500,000 combined single limit per occurrence

D. WORKERS COMPENSATION

Florida Statutory Limits - Employer's Liability

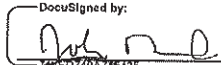
E. CYBER LIABILITY (If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.)

F. CRIME COVERAGE for \$1,000,000 per loss.

Section 34 "ADDITIONAL EXHIBITS" is added as follows:

The Parties agree to incorporate by reference herein the Non-Disclosure Agreement as Exhibit "D."

BC APPROVED

By:  Date: 6/23/2021

VENDOR APPROVED

By:  Date: 6/28/2021