



EXECUTIVE SUMMARY

Recommendation that Broward College District Board of Trustees authorize a non-standard agreement with STERIS CORPORATION to provide maintenance and repair services for STERIS CORPORATION autoclave machines in the biological laboratories by using the bid-waiver sole source. Fiscal Impact: Estimated \$27,597.50.

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? STERIS CORPORATION is the sole source provider of maintenance and repair services for the sterilizers (autoclaves) that are under warranty in the science laboratories. These services are for Central, North, South campuses during FY 2024-2025. STERIS has provided excellent service to the college in the past and offers competitive pricing.

Sterilizers are used to sterilize media (agar plates, agar tubes, etc.), bacteria, glassware, and decontaminate tools and accessories. They allow the College to facilitate effective learning in various biological science laboratory courses whose core objectives require live bacterial and fungal cultures, such as MCB 2010L, BSC2010L, BSC 2011L, and BSC1005L. They are crucial to student learning and meeting course objectives. The college-wide deployment of these sterilizers requires a comprehensive maintenance and support program to ensure their optimal functionality, contributing to a seamless educational experience for students.

What procurement process or bid waiver was used and why? The bid waiver selected is Service or commodities available from a single or sole source per SBR Rule 6A-14.0734 and College Procedure A6Hx2-6.34, because STERIS CORPORATION is the sole source provider of maintenance and repair services. SOW is included for services requested. STERIS is a preferred vendor and has provided excellent service to the College in the past and offers competitive pricing. They are also the sole vendor since the sterilizers were purchased from STERIS and using other vendors will void the warranty.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, maintenance of the sterilizers is a budgeted expenditure for the science labs.

What fund, cost center and line item(s) were used? For Science & Wellness FD101, CC0031 and business line (GLC) 62500. For ASC FD101, CC0185 and business line (GLC) 62500.

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

Was the product or service acceptable in the past? Yes, we have always had excellent quality products and good customer service.

Was there a return on investment anticipated when entering this contract? Yes, academic progression, standardization, and continuity, enabling all science students to have an equal learning experience on the cutting-edge equipment in the medical field.

Was that return on investment not met, met, or exceeded and how? This return on investment was exceeded in the quality of the repair and variety of the lab supplies, which resulted in consistent student engagement in scientific experimentation and study.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This directly impacts Empower Student Development as these labs reinforce concepts and theory taught in the lecture course. Students learn valuable lessons in problem solving and critical thinking through experimentation.

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: Approximately \$27,597.50 total. (Approx. \$9,270.80 from CC0031/FD101/BU010; Approx. \$10,096.39 from CC0031/FD101/BU020; and Approx. \$8,230.31 from CC0031/FD101/BU030
























04/16/24	CC0031 · Biological Science BU010	(\$9,270.80)
04/30/24	CC0031 · Biological Science BU030	(\$8,230.31)
04/30/24	CC0031 · Biological Science BU020	(\$10,096.39)
		TOTAL: (\$27,597.50)

Jeffrey Nasse
Jeffrey Nasse, Provost and SVP of Academic Affairs

4/18/2024

APPROVAL PATH: 11958: Steris Corporation (Maintenance Repair Autoclaves FY2024-2025)

 **Workflow**  Synchronize Routing  Edit View  Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Nichole Vaughan	Dean Review		 Completed	
2	Jamonica Rolle	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	Christine Sims	Budget Departmental Review		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
8	Legal Services Review Group	Review and Approval for Form and		 Completed	
9	Board Clerk	Agenda Preparation		 Completed	
10	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
11	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
12	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



AGREEMENT

QUOTED AGREEMENT #: 1-5800004301/5
INVOICE TO: 26897
BROWARD COLLEGE
Debbie Maxwell dmaxwell@broward.edu (954)
201-8202
ATTN: "The District Board of Trustees of Broward College, Florida"
6400 NW 6TH WAY FL 3
FORT LAUDERDALE, Florida, 33309

DATE PRINTED: 12/12/2023
PO #: *** PO REQUIRED
PARTS PO #:
AGREEMENT TERM: 07/01/2024- 06/30/2025

BILLING FREQUENCY: Quarterly

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation
5960 Heisley Road
Mentor OH 44060

ATTN: Service Contracts Administration Department – **Healthcare**

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-440-392-8932

Service Contracts Administration Department – **Life Sciences**

1-800-444-9009

1-440-350-7077

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: DEBBIE'S AGREEMENT. Please return your PO that references the agreement number, the agreed upon billing frequency and the agreement start & end date to melanie_campbell@steris.com



EQUIPMENT LISTING

QUOTED AGREEMENT #: 1-5800004301/5
EQUIPMENT ADDRESS: BROWARD COLLEGE
 7200 PINES BLVD
 BLDG 66 RM 208
 PEMBROKE PINES, Florida,

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
REMAN LS EAGLE 20" VAC SD CHX	R832591401	Biology prep room; Bldg 66, Rm 66-208	SelectChoice Agreement	Total Care	\$ 8,230.31	\$ 8,230.31
Start Date	07/01/2024	End Date	06/30/2025	No. of Annual Inspections	4	

No. of items to be inspected: 1
Billing Frequency: Quarterly
Address Sub Total: \$ 8,230.31



The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference. Total Agreement Price: \$ 8,230.31

STERIS Agreement #: _____

SUBSCRIBER

By: _____
Name:
Title:
Date:
PO #:

STERIS

By: _____
Name:
Title:
Date:

***Terms and Conditions agreed upon in 2021, 2022 & 2023 service contract 1-5800004301/2, /3 and /4 are hereby continued and approved for renewal agreement 1-5800004301/5 per attached signed addendum dated 7/13/2021

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the [Click or tap here to enter text](#). between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

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

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

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

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

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

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC’s liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

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

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

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

8. General Provisions.

- a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under

Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

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

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

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

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

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any

actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

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

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

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

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

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

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

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

VENDOR: STERIS Corporation

By: Melanie Campbell

Name: Melanie Campbell

Title: Inside Sales Rep

Date: 07/13/2021



AGREEMENT

QUOTED AGREEMENT #:	1-6900420111/3	DATE PRINTED:	12/12/2023
INVOICE TO:	26897	PO #:	*** PO REQUIRED
ATTN:	BROWARD COLLEGE Heather Schaneen The District Board of Trustees of Broward College, Florida 6400 NW 6TH WAY FL 3 FORT LAUDERDALE, Florida, 33309	PARTS PO #:	07/01/2024- 06/30/2025
		AGREEMENT TERM:	
		BILLING FREQUENCY:	Quarterly

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation
5960 Heisley Road
Mentor OH 44060

ATTN: Service Contracts Administration Department – **Healthcare**

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-440-392-8932

Service Contracts Administration Department – **Life Sciences**

1-800-444-9009

1-440-350-7077

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: **HEATHER'S AGREEMENT**. Please return your PO that references the agreement number, the agreed upon billing frequency and the agreement start & end date to melanie_campbell@steris.com



EQUIPMENT LISTING

QUOTED AGREEMENT #: 1-6900420111/3
EQUIPMENT ADDRESS: BROWARD COLLEGE
 3501 DAVIE RD BLDG 23
 DAVIE, Florida,

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
AMSCO 250LS MAC SD MAN VRT SLD CAB 208V	030092075	Rm#172A Microbiology culture room 06/30/2025	SelectChoice Agreement	Total Care	\$ 9,270.80	\$ 9,270.80

Start Date 07/01/2024 **End Date** **No. of Annual Inspections** 4

No. of items to be inspected: 1 **Address Sub Total:** \$ 9,270.80
Billing Frequency: Quarterly



The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference. Total Agreement Price: \$ 9,270.80

STERIS Agreement #: _____

SUBSCRIBER

By: _____
Name:
Title:
Date:
PO #:

STERIS

By: _____
Name:
Title:
Date:

***Terms and Conditions agreed upon in 2022 & 2023 service contract 1-6900420111/1 and /2 are hereby continued and approved for renewal agreement 1-6900420111/3 per attached signed addendum dated 7/13/2021

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the [Click or tap here to enter text](#). between BC and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement's terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

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

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

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

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

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

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

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

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

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

8. General Provisions.

- a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under

Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

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

- c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

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

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

- f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any

actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

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

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

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

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

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

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

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

VENDOR: STERIS Corporation

By: Melanie Campbell

Name: Melanie Campbell

Title: Inside Sales Rep

Date: 07/13/2021



AGREEMENT

QUOTED AGREEMENT #: 1-6733979983/3
INVOICE TO: 26897 BROWARD COLLEGE
Wendy Wasiko
The District Board of Trustees of Broward
College, Florida
6400 NW 6TH WAY FL 3
FORT LAUDERDALE, Florida, 33309

DATE PRINTED: 12/12/2023
PO #: *** PO REQUIRED
PARTS PO #: 07/01/2024- 06/30/2025
AGREEMENT TERM:
BILLING FREQUENCY: Quarterly

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation
5960 Heisley Road
Mentor OH 44060

ATTN: Service Contracts Administration Department – **Healthcare**

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-440-392-8932

Service Contracts Administration Department – **Life Sciences**

1-800-444-9009

1-440-350-7077

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: **WENDY'S AGREEMENT**. Please return your PO that references the agreement number, the agreed upon billing frequency and the agreement start & end date to melanie_campbell@steris.com



EQUIPMENT LISTING

QUOTED AGREEMENT #:
EQUIPMENT ADDRESS:

1-6733979983/3
BROWARD COLLEGE
1000 COCONUT CREEK BLVD
COCONUT CREEK, Florida,

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
AMSCO 250LS MAN SD CAB ESG 480V	032642119	bldg 57 rm167	SelectChoice Agreement	Total Care	\$ 10,096.39	\$ 10,096.39

Start Date 07/01/2024 **End Date** 06/30/2025 **No. of Annual Inspections** 4

No. of items to be inspected: 1
Billing Frequency: Quarterly

Address Sub Total: \$ 10,096.39



The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference. Total Agreement Price: \$ 10,096.39

STERIS Agreement #: _____

SUBSCRIBER

By: _____
Name:
Title:
Date:
PO #:

STERIS

By: _____
Name:
Title:
Date:

***Terms and Conditions agreed upon in 2022 & 2023 service contract 1-67333979983/1 and /2 are hereby continued and approved for renewal agreement 1-67333979983/3 per attached signed addendum dated 7/13/2021

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the [Click or tap here to enter text](#). between BC and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement's terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

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

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

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

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

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

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

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

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

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

8. General Provisions.

- a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under

Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

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

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

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

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

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any

actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

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

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

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

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

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

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

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

VENDOR: STERIS Corporation

By: Melanie Campbell

Name: Melanie Campbell

Title: Inside Sales Rep

Date: 07/13/2021

STERIS®



ORIGINAL AGREEMENT

Rev 17.2
RSR039



AGREEMENT	
QUOTED AGREEMENT #:	1-5800004301/2
INVOICE TO:	26897 BROWARD COLLEGE Debbie Maxwell dmaxwell@broward.edu (954) 201-8202
ATTN:	"The District Board of Trustees of Broward College, Florida" 6400 NW 6TH WAY FORT LAUDERDALE, Florida, 33309
DATE PRINTED:	03/15/2021
PO #:	*** PO REQUIRED
PARTS PO #:	
AGREEMENT TERM:	07/01/2021- 06/30/2022
BILLING FREQUENCY:	Quarterly

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation
5960 Heisley Road
Mentor OH 44060

ATTN: Service Contracts Administration Department – **Healthcare**

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-440-392-8932

Service Contracts Administration Department – **Life Sciences**

1-800-444-9009

1-440-350-7077

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: Please return your PO that references the agreement number, the agreed upon billing frequency and the agreement start & end date to melanie_campbell@steris.com

STERIS®



Rev 17.2
RSR039



EQUIPMENT LISTING

QUOTED AGREEMENT #: 1-5800004301/2
EQUIPMENT ADDRESS: BROWARD COLLEGE
7200 PINES BLVD
BLDG 66 RM 208
PEMBROKE PINES, Florida,

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
20X20X38 REMAN VAC LH CAB ELEC 240V	R832591401	Biology prep room; Bldg 66, Rm 66-208	SelectChoice Agreement	Comprehensive	\$ 6,416.90	\$ 6,416.90
Start Date	End Date		No. of Annual Inspections			
07/01/2021	06/30/2022		4			

No. of items to be inspected: 1
Billing Frequency: Quarterly
Address Sub Total: \$ 6,416.90

STERIS®



Rev 17.2
RSR039



The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference. Total Agreement Price: \$ 6,416.90

STERIS Agreement #: 1-5800004301/2

DocuSigned by:
SUBSCRIBER

By: Jeffrey Nasse
Name: Jeffrey Nasse
Title: CE749B83F088460...

Date: Provost & SVP Academic Affairs
PO #: 8/2/2021

STERIS

By: Melanie Campbell
Name: Melanie Campbell
Title: Inside Sales Rep
Date: 7/28/2021



ATTACHMENT A
SERVICE COVERAGE DESCRIPTIONS

- Comprehensive (Platinum): Comprehensive service includes all parts and labor to perform (i) scheduled preventive maintenance in accordance with STERIS's then current Preventive Maintenance Check List ("PMCL") and (ii) unscheduled repair visits, provided that parts required during unscheduled repair visits are not subject to the parts exclusions as outlined in Section 5(d).

STERIS Service Maintenance Coverage	Comprehensive
	Complete maintenance and repair package for those who want the simplest way to cover their investment
EQUIPMENT MAINTENANCE	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor	●
Scheduled Maintenance Parts (Where applies)	●
Travel Charges	●
Repair Labor	●
Repair Parts	●
CUSTOMER SUPPORT	
Priority Technical Support 24/7	●
Customer Care Center	●
Place Service Request online at eService.com	●
Detailed Service Documentation	●

- Priority Technical Support is also included in addition to Remote Monitoring if the covered equipment is capable and enabled with this technology. Subscriber can also use eservice.steris.com to schedule and track service requests, and also purchase service parts.
- Normal Working Hours – The Services for surgical equipment will be performed Monday through Friday, 8:00 A.M. to 8:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth in Attachment A section 4(a).
- Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.
 - Overtime coverage options must be noted on the Equipment List and are as follows:

Option	Equipment Type	Description
PM Late	Infection prevention	Provides scheduled PMs during the hours indicated, excludes holidays
PM Late surgical	surgical	Provides scheduled PMs during the hours indicated, excludes holidays
PM 24x5	Both	Provides scheduled PMs during the hours indicated, excludes holidays
OT 24x7	Both	Provides unscheduled maintenance at any time, includes holidays
- Priority Technical Support: Priority Technical Support service for STERIS equipment for the term of the Agreement to include; unlimited calls to the STERIS service hotline, calls related to STERIS equipment shall be placed ahead of calls related to equipment that is not registered for Priority Support coverage and STERIS shall route all calls to the appropriate Technical Support resource based on the equipment serial number.
- 1st Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have for surgical equipment a Performance Check Service Option. Infection preventive equipment will have a 1st Year Preventive Maintenance Service Option. The Performance Check Service Option includes labor to perform a scheduled inspection in accordance with STERIS's then current Performance Checklist. The 1st Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then



current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty. Priority Technical Support is also included, as well as access to eservice.steris.com to schedule and track service requests, and also purchase service parts.

7. Block of Time: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS labor and travel.

8. Block of Parts: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS parts.

9. Additional Service Options: In addition to the Service Options set forth in paragraphs 1 – 5 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:

- a. Chamber Cleaning – STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.
- b. Calibration Services – STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.

10. Prices:

a. Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed in the service agreement.

b. Zone Charges (flat travel fee from STERIS primary technician's residence for unscheduled, billable work):

- i. Zone 1 0-161M Prevailing Rate
- ii. Zone 2 162-402M Prevailing Rate
- iii. Zone 3 403-803M Prevailing Rate
- iv. Zone 4 >804M Prevailing Rate



Attachment B – STERIS Terms & Conditions

1. Terms and Conditions:

- a) The terms and conditions set forth in this Agreement ("STERIS's Terms") apply to all Services sold or provided by STERIS pursuant to this Agreement. The terms and conditions contained in or referenced by any purchase order or other document issued by Subscriber shall not take precedence over STERIS's Terms unless signed by an authorized representative of both STERIS and Subscriber. No course of dealing, custom or usage that is contrary to STERIS's Terms shall apply.
- b) STERIS reserves the right to correct any typographical or clerical errors in price, specifications, quotations or acknowledgements.

2. Services:

- a) Subscriber has selected from the service options described in Attachment A (each a "Service Option") for each piece of equipment listed in this agreement (the "Equipment List"). The Service Options selected by Subscriber are referred to in this Agreement as the "Services". STERIS agrees to provide Subscriber with the Services according to the terms and conditions of this Agreement.

3. Service Parameters:

- a) STERIS will perform the Services according to the following parameters and in accordance with the Service Options selected by Subscriber
- b) Recall Alerts - STERIS will provide a recall alert monitoring and notification service for STERIS equipment.
- c) Documentation - The parties agree to provide each other with the following documentation with respect to the Equipment:
 - An accurate inventory of the Equipment, the current form of which is included in this agreement (the "Equipment List").
 - Subject to the confidentiality obligations contained in Section 14 below, STERIS will provide Subscriber with copies of all field service corrective maintenance work orders related to the Equipment that is owned or operated by Subscriber.
- d) Normal Working Hours -- The Services will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Services not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth on Attachment A.
- e) Response Time - STERIS will provide the following response times for unscheduled service calls placed through the STERIS Call Center at 1-800-333-8828: (i) initial phone contact with the Subscriber within four (4) hours and (ii) on-site service within 48 hours. All response times are in accordance with Section 3(c).
- f) ProConnect Response Center -- STERIS will include priority access to the ProConnect Response Center. Depending on the service option selected, this includes high priority technical support, online service management and remote monitoring of enabled STERIS products. If selected, STERIS will remotely monitor all connected equipment from its ProConnect Response Center via an internet connection.

4. Term and Termination:

- a) Term - The Term of this Agreement is as stated on page one of the Agreement.
- b) Termination for Insolvency -- Either party may terminate this Agreement by written notice to the other if such other party shall make any assignment or any general arrangement for the benefit of creditors, shall file a petition or otherwise commence, authorize or acquiesce in the commencement or continuance of a proceeding under any bankruptcy, insolvency, creditors protection or similar law, have any such proceeding filed against it and remain outstanding for thirty (30) days or otherwise become bankrupt or insolvent (however evidenced) or be unable to pay its debts as they fall due.
- c) Termination for Breach -- This Agreement may also be terminated by either party in the event of a material breach of the terms of this Agreement by the other party, provided that the breaching party shall have a period of sixty (60) days following receipt of written notice of an alleged breach of any of the terms of this Agreement within which to correct such breach. If the breach is not corrected within that period, the non-breaching party may terminate this Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the termination. This Agreement shall be automatically terminated, however, as to any item of Equipment at the time that such item leaves the exclusive control of Subscriber.
- d) Refunds/Cancellation Charges -If this Agreement is terminated by Subscriber other than in accordance with Section 4(c) above, Subscriber will pay to STERIS the difference, if any, between



- i. the value of the Services provided by STERIS during the then current term of this Agreement, as calculated at STERIS's then current time and material rates, as of the effective date of such termination and
- ii. the total fees paid by Subscriber during the then current term of this Agreement as of the effective date of such termination. The parties acknowledge and agree that the payment contemplated by this Section 4(d) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 4(d) and that this Section 4(d) is reasonable under the circumstances.
- e) End of Term – if the entire value of the Block of Parts and/or Block of Time Contract is not used by Subscriber prior to expiration of this Agreement, Subscriber will not be entitled to a refund for any portion of the remaining value of the Agreement.
- f) Returns / Restocking Charges – STERIS will accept returns of service parts purchased pursuant to this Agreement and issue Subscriber a credit for such service parts subject to the following restrictions.
 - i. Return must be requested within 30 days of the purchase date, as indicated on the packing slip.
 - ii. Items must be a STERIS catalog item. "Special" or "made to order" items manufactured by STERIS or purchased from a vendor are not eligible for return.
 - iii. Items must be in "new" condition. Damaged or used items are not eligible for return.
 - iv. Items must be complete. All accessories, instructions and special packaging material must be included. Incomplete items are subjected to additional restocking charges.
 - v. If an item is sold sterile, then the item must be in the original, unopened, and undamaged packaging.
 - vi. If an item has an expiration date, then there must be at least 120 days remaining until the expiration date.
 - vii. Temperature sensitive and electronic/electrical components are not eligible for return.
 - viii. Printed circuit boards may be returned only if the seal has not been broken on the package (package has not been opened).
 - ix. All returns are subject to a 20% restocking charge, plus freight, crating, and re-certification charges, as appropriate.

5. Pricing and Payment:

- a) Pricing - The prices for the Services are set forth in the Equipment List (the "Prices"). After the term, STERIS shall have the right to increase the Prices during the Renewal Term by providing at least sixty (60) days prior notice of such increase to Subscriber.
- b) Taxes - All charges are exclusive of applicable federal, state or local taxes. Unless Subscriber supplies an exemption or direct payment certificate, Subscriber shall pay, or reimburse STERIS for paying, any such taxes and STERIS may add such taxes to its invoices.
- c) Payment – Invoices shall be sent to Subscriber on a monthly basis with the exception of Block of Time, Block of Parts and Priority Technical Support Agreements which will be invoiced in advance on an annual basis. Subscriber shall pay all invoices within thirty (30) days of receipt. STERIS may assess interest charges for late payment at the rate of 1½% per month or the highest rate allowed by law, whichever is less, and Subscriber agrees to pay such charges. STERIS will be relieved of any obligation to render Services during the period of time in which Subscriber's account is in arrears, provided that STERIS has given Subscriber thirty (30) days prior written notice. STERIS shall not be obligated to make up or provide reimbursement for Services not performed as a result of Subscriber's delinquent account status.
- d) Exclusions -The Services do not include, and Subscriber agrees to pay STERIS at its then prevailing labor rates and parts prices for, any services not included in the Service Option selected by Subscriber for any given piece of Equipment, including, without limitation, the following:
 - i. Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, Light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, Surgical Table Shrouds, Sonic Tanks, SYSTEM 1e trays and monochrome display. For life science Subscribers, all pumps, transducers, or components with a sales price greater than \$5,000.
 - ii. Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils;
 - iii. Surgical table accessories; hand controls, arm boards, x-ray tops, table pads
 - iv. Visits made at Subscriber's request to perform Services on Equipment which was not available, which could not be located, or services outlined as Subscriber responsibility in the equipment operator manual;
 - v. Services requested by Subscriber due to failure of defective accessory items;
 - vi. Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;
 - vii. Parts, manuals and/or labor found necessary to bring Equipment up to normal operating condition during the Pre-PM Inspection, provided that if Subscriber does not wish to bring the Equipment up to normal operating condition, STERIS will delete the Equipment from the Equipment List;



- viii. Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
- ix. Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;
- x. Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
- xi. Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List; and
- xii. Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified.
- xiii. Any parts for Equipment that is not designated as parts inclusive on the Equipment List; and
- xiv. Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the Subscriber, preventive maintenance during the Warranty Period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.
- xv. All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.
- xvi. STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is obsolete from a Parts and Labor coverage level. Subscriber will be given the option to reduce the coverage to Labor Only for the remainder of the term.

6. Additions or Deletions of Equipment:

- a) Additions or deletions of Equipment to or from the Equipment List may be made at any time, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and Subscriber. Additions to contract after the 15th (fifteenth) of the month will be effective the 1st (first) of the following month. Additions to contract made before the 15th (fifteenth) of the month will be eligible for immediate coverage but will be invoiced for the entire month. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision and any claims or liability resulting from the condition or use of that item and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.
- b) Prior to the addition of any equipment to the Equipment List during the term of this Agreement, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at Subscriber's expense. If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature.
- c) Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

7. Shipment & Delivery:

- a) STERIS shall select the method and carrier for delivery of all service parts. All shipments of service parts by STERIS pursuant to this Agreement shall be FOB Origin. Title and risk of loss or damage to the service parts shall pass from STERIS to Subscriber upon delivery to a carrier at point of shipment.
- b) Any shipment, delivery, or performance date stated in the Subscriber's purchase order or other document delivered in connection with an order for service parts pursuant to this Agreement is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.
- c) Shipping and handling of any parts covered under the terms of this contract shall be the responsibility of STERIS with the exception of Exclusions as outlined in Section 5(d). Shipping and handling outlined in parts in Section 5(d) will be the responsibility of the Subscriber. Any extra charges incurred for additional services, such as shipment from point specified by subscriber, or subscriber's carrier, or special handling at the destination, must be paid by the Subscriber.

8. Equipment Manuals:

- a) Subscriber will be responsible for acquiring any necessary operating and maintenance manuals for non-STERIS equipment covered under this Agreement. The cost of such manuals will be paid by Subscriber.

9. Subscriber's Responsibilities:

- a) Access to Equipment - Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible



for providing the Services for Equipment that is not made available. Subscriber shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

- b) Current Vendors - Subscriber, as a contractor of current service vendors, will be responsible for paying
 - i. any amounts owed to a vendor that is terminated as a result of this Agreement or
 - ii. any amounts owed to STERIS for Services performed prior to the time this Agreement either terminates or expires.
- c) Employee Training - Subscriber acknowledges that it is the responsibility of Subscriber for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.
- d) Parking – Subscriber will provide STERIS personnel with suitable parking facilities, at no charge, while performing the Services.
- e) Unauthorized Repair Personnel - Subscriber will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.
- f) Invoices - With respect to services or parts provided by STERIS which are excluded from the Services under the terms of this Agreement, such services or parts will be charged at STERIS's then prevailing rate. Subscriber will maintain a standing purchase order to cover any such service and parts billing, and will pay all such charges in full within thirty (30) days of the date of STERIS's invoice. While payment for such services is not part of the Services, the rendering of such additional services shall otherwise be subject to the terms and conditions of this Agreement, notwithstanding the provisions of any purchase order issued by Subscriber.
- g) Hazard Communication - Subscriber will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.
- h) ProConnect Response Center – if Subscriber elects to utilize the ProConnect Response Center, Subscriber agrees to:
 - i. Work with STERIS Technical Support prior to dispatching a service technician
 - ii. Allow STERIS to monitor all connected equipment from its ProConnect Response Center
 - iii. Computer Requirements
 1. Desktop, server or virtual computer that meets the following minimum hardware/software requirements to run the ProConnect Remote Monitoring software, service agent and support software.
 - a. Windows XP SP 2 or higher or Windows Server 2003
 - b. 2.8 GHz Processor Speed
 - c. 512 MB RAM
 - d. 5 GB Free Hard Drive Space
 - e. CD-ROM Drive
 - f. Login for STERIS assigned
 - g. Connected on facility network
 - h. Continuous access to Internet through ports 80 and 443
 - iv. Network Requirements at Each Sterilizer or Washer
 1. An active TCP/IP 10/100 BaseT Ethernet network drop with a RJ45 jack within 10' of each unit
 2. An IP address is required for each unit
 3. Ethernet patch cables to connect each unit to provided RJ45 jack
 4. ProConnect will run on a wireless network if hard wiring to an Ethernet network is not practical.
 5. If physical access to the computer running the ProConnect software is not practical, some method of remote access such as Remote Desktop should be enabled.
 - v. Some equipment requires 120 VAC power for an external router.

10. Excused Performance:

- a) STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment or parts by reason of war, act of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, obsolescence or any other reason not within STERIS's reasonable control. It is understood that certain manufacturers of Equipment may have or may hereafter adopt a policy whereby replacement parts will be sold only to Equipment users. In the event that STERIS notifies Subscriber that a part or parts cannot be obtained directly from a manufacturer by STERIS, Subscriber will use its best efforts to obtain such parts directly from the manufacturer or assist STERIS in obtaining such parts. If a part or parts are so purchased by Subscriber,



STERIS will credit Subscriber's account for the cost of such part or parts. STERIS will not be responsible if Equipment is removed from service by virtue of its or Subscriber's inability to obtain necessary replacement parts.

11. Limited Warranty:

- a) STERIS warrants that the Services and parts, and the labor associated with such parts, provided hereunder will be free from defects in material and workmanship under normal use and operation for a period of ninety (90) days from the date provided (the "Warranty Period"). During the Warranty Period, STERIS will repair such defects or replace any defective parts or labor at STERIS's expense. All replacement parts (whether new or reconditioned) will be of equivalent quality to the parts replaced, and replaced parts will become the property of STERIS. Parts generally considered as expendable during normal use are not covered under this warranty, nor is any repair or part replacement made necessary by operator error, misuse, abuse, improper operation, defective accessories, being dropped, fire, loss, theft, power failure, negligence by any party other than STERIS, or other acts or omissions beyond the reasonable control of STERIS, or where STERIS determines that in fact no repairs actually required. EXCEPT AS PROVIDED HEREIN, STERIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, SERVICES TO BE PERFORMED BY STERIS PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER.

12. Limitation of Liability:

- a) In no case, whether as a result of breach of contract, breach of warranty or tort (including STERIS's or Subscriber's willful acts or negligence or strict liability) shall STERIS or Subscriber be liable to the other for any consequential or incidental damages incurred by the other, including but not limited to loss of revenue, profits or goodwill.

13. Indemnity:

- a) Nothing contained in this Agreement is intended to relieve either STERIS or Subscriber from claims, liability, damages or expenses resulting from bodily injury, including death, or from property damage incurred due to the willful acts, the negligence or the strict liability of that party. STERIS agrees to defend, indemnify and hold Subscriber harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death to employees of STERIS or Subscriber or to third parties and for property damage to the extent caused by the willful acts or the negligence of STERIS or the strict liability of STERIS. Subscriber agrees to defend, indemnify and hold STERIS harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of Subscriber or STERIS or to third parties and from property damage to the extent caused by the willful acts or the negligence of Subscriber or the strict liability of Subscriber.

14. Non-Disclosure:

- a) Subscriber acknowledges that in the course of preparing to perform and performing its obligations under this Agreement, STERIS has spent and will spend considerable effort and expense in compiling information and developing maintenance schedules, reports, protocols and procedures for STERIS's use in administering this Agreement. Portions of this information, including but not limited to maintenance schedules, reports, compilations of information, procedure manuals and forms, may be provided to Subscriber and its employees from time to time in written materials (the "STERIS Materials"). In addition, STERIS will make use of a computer system utilizing custom software developed by STERIS at great expense (the "STERIS Software"). Subscriber acknowledges that the STERIS Materials, STERIS Software, and the compilations of data prepared for use with the STERIS Software are the property of STERIS; agrees to treat them as confidential; agrees not to permit their disclosure to any third party; and agrees not to copy or use the STERIS Materials or STERIS Software except in accordance with this Agreement. Except as otherwise required by law. Upon termination of this Agreement, Subscriber agrees to return all STERIS Materials, STERIS Software, or any copies thereof which are within its possession or control (other than reports which have been delivered to Subscriber by STERIS and which must be maintained by Subscriber for regulatory compliance) to STERIS and to refrain from making any claim to or use of the STERIS Materials, STERIS Software and related compilations of data. STERIS agrees that all information of Subscriber which is marked "Confidential" and which comes into STERIS's possession during the term of this Agreement will be treated as such, will be used only for provision of the Services, and will not be disclosed by STERIS to third parties. Subscriber acknowledges that all equipment data collected through ProConnect Remote Monitoring shall be considered STERIS confidential information.



15. Non-Solicitation:

- a) For the duration of this Agreement and for a period of two (2) years thereafter, Subscriber agrees not to solicit for employment or employ any STERIS technician or manager who has been engaged in providing services in connection with this Agreement. Due to the difficulty of ascertaining damages in the event of a breach of this provision, Subscriber agrees to pay STERIS as liquidated damages a sum equal to twelve (12) months pay for each hired technician or manager at the rate of the last full month of employment with STERIS. This charge shall be in addition to, and not in lieu of, the Company's right to terminate this contract pursuant to Section 4, obtain an injunction against the continued employment of the covered employee, as well as to pursue any other legal or equitable remedies which may be available.

16. Notices:

- a) Any notice, instruction or other document pertaining to this Agreement shall be in writing and shall be delivered personally, electronically by email or sent by United States certified mail, return receipt requested and addressed to Subscriber or STERIS as shown on the face of this contract, unless otherwise specified.

17. Severability:

- a) Any portion of this Agreement found to be invalid by a court of competent jurisdiction shall not be cause for the cancellation or invalidation of the remaining clauses of this Agreement.

18. Waivers:

- a) The failure to enforce any term of this Agreement by either party shall not act as a waiver of that party's right to insist on later performance of that or any other term of this Agreement, nor shall it act as a waiver of any of the party's rights with respect to the nonperformance.

19. Independent Contractor:

- a) STERIS and Subscriber hereby acknowledge that STERIS shall perform the Services for Subscriber as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between STERIS and Subscriber.

20. Complete Agreement, Modification and Applicable Law:

- a) This Agreement, including the Attachments hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all other agreements (whether written or oral) with respect to the subject matter hereof. No waiver or modification shall be effective unless in writing and signed by an authorized representative of each party. No course of dealing or trade usage not contained herein will be binding upon the parties hereto. This Agreement shall be governed by the laws of Ohio and the United States, applicable therein. For the purposes of any legal proceedings arising in connection with this Agreement, each of the parties agrees to the original and non-exclusive jurisdictions of the courts of Ohio.

SUBSCRIBER  DocuSigned by:
 By: Jeffrey Nasse
6E74B9B9F9B6460...

Name: Jeffrey Nasse
 Title: Provost & SVP Academic Affairs
 Date: 8/2/2021
 PO #:

STERIS CORPORATION,
 By: Melanie Campbell

Name: Melanie Campbell
 Title: Inside Sales Rep
 Date: 07/28/2021



BROWARD COLLEGE
SUPPLEMENT ADDENDUM - GENERAL

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the [Click or tap here to enter text](#). between BC and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement's terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

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

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from BC, provide BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

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

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

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

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

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

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

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

8. General Provisions.

- a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under

Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

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

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

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

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

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any

actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

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

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

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

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

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

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

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

VENDOR: STERIS Corporation

By: Melanie Campbell

Name: Melanie Campbell

Title: Inside Sales Rep

Date: 07/13/2021