



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the agreement with SemperTech, Inc. for the ongoing support and maintenance of the Integrow Student Information System utilizing bid waiver (information technology). Fiscal Impact: Estimated \$240,000.00.

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? The purpose of this contract is to provide the Higher Education Technology Group (HETGroup) and its member institutions infrastructure support and maintenance for the database and products used to develop and maintain Integrow, known as CID at Broward College, and used by the member institutions to operate their respective Student Information System.

This agreement is executed by The District Board of Trustees of Broward College, FL, on its behalf and on behalf of the HETGroup. The cost will be divided between four institutions as follows: Broward College-\$37,000.00; Polk State College-\$74,000.00; HETGroup-\$55,000.00; LSU Shreveport-\$74,000.00.

What procurement process or bid waiver was used and why?

The College procured this contract via IT bid waiver in accordance with the Florida Administrative Code (FL DOE 6A-14.0734(2)(g) which cites the following exception to the requirement to solicit competitive offers:

FL DOE Rule 6A-14.0734(2)(g) provides exceptions to the competitive solicitation process for Information Technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

Area of Alignment: Next Generation ERP Migration.

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

What fund, cost center and line item(s) were used? FD202, CC0353, GLC65000.

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

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

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

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

APPROVAL PATH: 11965: SemperTech Student Information System-HETGroup (FY2024-2025)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		 Completed	
2	Raj Mettai	CIO Review		 Completed	
3	Donald Astrab	Chief Operating Officer		 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	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
10	Pending Counter-Signature(s)	Review		 Completed	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
12	Board Clerk	Agenda Preparation		 Pending	
13	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of July 1, 2024 between the District Board of Trustees of Broward College, Florida (“College”) and SemperTech, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until June 30, 2025 (“Contract”).

1. INVOICES AND PAYMENTS.

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

2. INDEMNIFICATION.

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

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

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

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

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

6. AUDIT.

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

7. NONDISCRIMINATION.

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

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

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

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

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

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

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

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

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

12. ASSIGNMENT/GUARANTOR.

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

13. FORCE MAJEURE.

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

14. AMENDMENTS.

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

15. ENTIRE AGREEMENT.

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

16. COMPLIANCE.

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

17. APPLICABLE LAW/VENUE.

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

18. VENDOR NOT TO LIMIT WARRANTY.

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

19. TERMS/PROVISIONS.

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

20. STATEMENT OF SERVICES.

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

21. COMPENSATION/CONSIDERATION.

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

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 2,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

- B. Automobile Liability \$ 100K/\$300K
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 1,000,000

- E. Cyber Liability \$ _____

- F. Pollution Liability
 - 1. Per Occurrence \$ _____
 - 2. General Aggregate \$ _____
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

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

25. INDEPENDENT CONTRACTOR.

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

26. DISPUTES.

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

27. 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.

28. CHANGE IN PERSONNEL.

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

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Chief Information Officer or that position’s designee, and in the case of the other party, permission must be granted by its President or that position’s designee.

31. EMPLOYMENT BENEFITS.

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

32. STOP WORK ORDER.

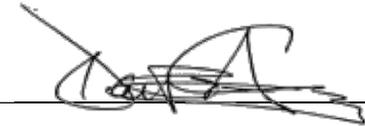
The College may order that all or part of the work stop if circumstances dictate that this action is in the College’s best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College’s Board of Trustees, a condition of immediate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

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit “C.”

_____ College _____ Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>SemperTech, Inc.</u>	Tax ID No.	<u>20-3503263</u>
Authorized Representative	<u>David A. Gahring</u>	Title	<u>President</u>
Address	<u>1617 Tayo Lane Jacksonville, FL 32223</u>	Telephone	<u>904-742-5407</u>
Signature of Vendor		Date	<u>04 April 2024</u>
Attested By Name (type)	<u>Karen Goolishian</u>	Title	<u>CISO</u>

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

DocuSigned by:
Donald Astrab
6DD41D98CFDA4E4...

4/29/2024

IF REQUIRED

College President Name Donald Astrab

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

This contract is entered between SEMPERTECH, Inc and District Board of Trustees of Broward College, FL, on its behalf and on behalf of the Higher Education Technology Group ("HETGroup"), which is comprised of the following state colleges: Broward College, Polk State College and LSU-Shreveport. In support of CLIENT's existing group member's ERP system, SEMPERTECH will provide staff resources (hereto CONSULTANT), either SEMPERTECH Principal or staff resources under the direction and supervision of the Principal, to assist with the ongoing sustainment of the INTEGROW system, provided by the HETGroup, and the related software products and infrastructure. CONSULTANT will be assigned and available on a full-time basis, except as noted in this SOW.

CONSULTANT time will be split across the CLIENT and the HETG current group member colleges. CLIENT understands that the demands of each member may fluctuate over the course of the period of performance, and that both CONSULTANT and CLIENT will work to maintain an equitable and agreed upon distribution of workload throughout. CONSULTANT will work with CLIENT to prioritize any competing demands that may arise during the performance of the SOW.

Project Scope

This SOW covers the following activities and deliverables. Other tasking not specifically described below may be assigned at the mutual agreement in writing of CONSULTANT and CLIENT.

Activities:

- Provide Infrastructure Support
 - Database Administration
 - Linux Systems Administration
 - OPX Administration and Support
 - Software AG Product Installation and Support
 - Backup and Recovery Support
 - Disaster Recovery Services Support
 - Cloud Services Support
 - Shibboleth and SSO Support
- Provide INTEGROW Support
 - Development Support and Troubleshooting
 - Production Support and Troubleshooting
 - HETGroup Port Support

Deliverables:

Status Reporting as requested by CLIENT



Schedule

Task	Start Date	Finish Date
Software AG Product Support	01 July, 2024	30 June, 2025
Infrastructure Support	01 July, 2024	30 June, 2025
INTEGROW Support	01 July, 2024	30 June, 2025
OPX Support	01 July, 2024	30 June, 2025

Personnel, Rates and Billing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Personnel	Rate	Cost Structure
Database and Systems Consultant	\$20,000/mo	Flat rate monthly support
Database and Systems Consultant	\$125/hr	Additional tasking hourly rate

Payment for services will be billed to CLIENT on the first business day following the last day of each month for the preceding month's services.

Estimated Billing for SOW Period (2021/2022)	Forecast Hours	Anticipated Total Billing
SOW Services	12 months	\$240,000

Key Assumptions

This agreement is based on the following assumptions.

- CONSULTANT will generally be available for work during normal business hours of CLIENT, except as noted herein, on a typical forty (40) hour per week basis. As an example, 8am-5pm for the respective timezones of each HETGroup member institution.
- Normal CLIENT holidays may be observed.
- CONSULTANT will limit vacation time to no more than 15 days per annual period of performance and will remain "on call", as much as possible, while out of office. CONSULTANT vacation time is structured into, and does not affect, CLIENT monthly rate. CONSULTANT will provide reasonable advance notice prior to time away.
- On-site services provided by CONSULTANT can be requested by CLIENT at the CLIENT's expense.
- CONSULTANT will perform the services of this SOW from an off-site location as mutually agreed upon by both CONSULTANT and CLIENT.
- CONSULTANT will be available outside of normal working hours of CLIENT for remote/off-site support on an as needed basis. CLIENT agrees to make every reasonable effort to provide prior notice of after-hours support requirements or tasking.
- While CONSULTANT and CLIENT understand that the hours of service provided may fluctuate in response to the natural course of varying demand, the upper threshold for CONSULTANT will generally be 48 hours in a single work week. If additional services are required above this threshold, CLIENT and CONSULTANT will agree in writing as to the scope of this additional demand, and CONSULTANT will be compensated at the rate of \$125 per hour for the additional tasking.
- CLIENT agrees that CONSULTANT does not work exclusively for CLIENT and may be required to support other clients. CONSULTANT will make every reasonable effort to avoid any scheduling conflicts that may arise as a result, and if



possible, provide notification at least twenty-four (24) hours prior to the time when CONSULTANT will be unavailable to CLIENT.

- CLIENT agrees to provide the required workspace, computer hardware/software and other materials that may be required in the performance of this SOW for on-campus services. Workspace and computer hardware required to facilitate off-site services will be provided for by the CONSULTANT.
- Barring circumstances beyond CONSULTANT’s control, CONSULTANT will make every reasonable effort to meet the following service levels regarding initial response to support requests:

Priority	Recommended Contact Method	Response Time
General	E-mail / Voice Call / Text	Within 24 hours or next business day
Priority 2	Voice Call / Text	Same business day (or within 8 hours, depending on time of notice).
Priority 1	Voice Call	Within 1 hour

When contacting CONSULTANT for other than “General” priority support, CLIENT should identify priority level of the support request when making initial contact. It is also recommended, when practical, that any voice or text support request notification be followed up with e-mail as well.

CONSULTANT

David Gahring for SemperTech, Inc.

04 April 2024

Date



NON-DISCLOSURE/PROPRIETARY INFORMATION AGREEMENT

It is understood that it is the mutual desire of both The District Board of Trustees of Broward College, Florida with a principal place of business at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (hereinafter referred to as "College"), and **SemperTech, Inc.** with a principal place of business at **1617 Tavo Lane, Jacksonville, FL 32223** (hereinafter referred to as "Contracting Entity/Person") to disclose certain confidential information pursuant to this agreement ("Agreement").

College shall be: A Disclosing Party A Receiving Party Both

Contracting Entity/Person shall be: A Disclosing Party A Receiving Party Both

The specific purpose of the disclosure of confidential information is to safeguard any and all data available to Semper Tech including student PII and financial aid information accessible via CID and Wolffpack (Financier). This would also include employee personal identifiable data that may be available. _____

The confidential information to be supplied under the provisions of this Agreement relates to student information data including personal identifying information and financial aid information. This would also include employee personal identifiable data that may be available. _____

Confidential information includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth above and which is identified by the Disclosing Party at the time of disclosure as being proprietary. Information transmitted in writing must be marked "Proprietary," or "Confidential" or other similar designation in order for it to be covered under this Agreement. Information transmitted orally or visually and identified at the time as being proprietary shall be confidential information covered under this Agreement if it is identified at the time of disclosure by the Disclosing Party as being confidential or proprietary and thereafter reduced to writing by the Disclosing Party, confirming in the writing that the information is confidential or proprietary, and such writing is transmitted to the Receiving Party within ten (10) days after the oral or visual disclosure of the information.

1. The Receiving Party Agrees:
 - a. To use the confidential information only for the purpose set forth above.
 - b. To treat the information as being confidential and to protect the information with no less standard of care than the Receiving Party uses to protect its own confidential information.
 - c. To restrict circulation and disclosure of the confidential information to its employees, directors, officers or attorneys who have a need to know in connection with the purpose of the disclosure as set forth above, and to ensure that such persons are informed of the confidential nature of such information.
 - d. To hold such confidential information in confidence, and not to disclose the confidential information to any other party without the written authorization of the Disclosing Party.

- e. To return or destroy the confidential information promptly upon request of the Disclosing Party, or, in any event, upon termination or completion of this Agreement, together with any and all copies, negatives, or reproductions thereof. One copy may be retained for archival purposes.
2. The Disclosing Party acknowledges that Receiving Party shall not be liable for disclosure or use of the confidential information which:
 - a. Was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under this Agreement through no fault of the Receiving Party; or
 - b. Was known to the Receiving Party at the time of disclosure; or
 - c. Is disclosed with the written approval of the Disclosing Party; or
 - d. Is independently developed by the Receiving Party without the use of the confidential information; or
 - e. Is rightfully furnished to the Receiving Party by a third party; or
 - f. Is disclosed by the Disclosing Party to others on a non-restricted basis; or
 - g. Is disclosed as required by law or judicial action.
 3. This Agreement shall come into force as of the date of signature of the last party to sign the Agreement and shall be for a term of one (1) year thereafter; provided, however, that either party upon thirty (30) days' written notice to the other party, may terminate this Agreement on an earlier date. Notwithstanding expiration or early termination, the Receiving Party agrees to comply with obligations set forth herein relating to confidentiality and non-use for purposes other than permitted under the Agreement in perpetuity.
 4. The Receiving Party agrees that all confidential information of the Disclosing party shall remain the property of the Disclosing party, and that the Disclosing Party may use such confidential information for any purpose without obligation to the Receiving Party. No license, express or implied, in the Disclosing Party's confidential information is granted to the Receiving Party other than to use the confidential information in the manner and to the extent authorized by this Agreement. Nothing in this Agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time.
 5. None of the confidential information which may be submitted and/or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or any rights of third persons.
 6. This Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes it, plus any related supplemental documents and notices shall be construed in accordance with and governed by the laws of such state. In no event shall either party be entitled to indirect, punitive or consequential damages relating to this Agreement.

7. This Agreement constitutes and expresses the entire agreement and understanding between the parties as relates to the subject matter contained in this Agreement and supersedes any previous discussions, promises, representations, and understandings relative thereto, if any.
8. Nothing in this Agreement will prevent College from complying with the requirements of Chapter 119 and Section 1004.22(2) of the Florida Statutes regarding disclosure of public documents.
9. To the extent applicable each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws")."
10. The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to enter into this Agreement on behalf of their respective entity.
11. If either party loses or makes unauthorized disclosure of the other party's confidential information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
12. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. This document contains the entire and exclusive agreement between the parties with respect to the subject matter hereof. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision by that party. This Agreement may not be amended or modified except by a writing signed by both parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

In witness whereof, the duly authorized representative of each party has caused this Agreement to be duly executed on the dates set forth under their names, effective as of the date last signed below.

The District Board of Trustees of Broward College, Florida

By: 
 Name: Donald Astrab
 Title: Interim President
 Date: 04/29/2024

SemperTech, Inc.

By: 
 Name: David A. Gahring
 Title: President
 Date: 04/29/2024

Read and acknowledged:

By: _____
 Name: Click or tap here to enter text.
 Title: Click or tap here to enter text.

Date: _____
