



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the standard agreement (purchase order) with Tommie Mabry Company to provide remote or in-person leadership and motivation workshop services to Broward College TRIO Upward Bound grant participants during the 2024-2025 academic year. Fiscal Impact: Estimated \$9,000.00

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

What is the purpose of this contract and why is it needed? According to our project proposal to the United States Department of Education, the College agreed to provide the skills and motivation necessary to complete a program of secondary education and to enter and succeed in a program of postsecondary education for participants and families of the Broward College TRIO Upward Bound programs.

To enhance program participants' post-secondary transition by deepening their understanding of essential decision-making and communication skills, Dr. Tommie Mabry's workshops will focus on critical social and emotional competencies, including critical thinking, emotion management, conflict resolution, decision-making, and teamwork.

****Intended Outcomes:****

1. Equip participants with the necessary skills for post-high school success.
2. Motivate, educate, and stimulate young minds.
3. Encourage participants to confidently become the best versions of themselves.
4. Guide students on transitions post-pandemic.

Dr. Tommie Mabry will provide strategies to address students' current circumstances, life skills, and behavioral issues. He aims to educate and inspire youth to envision life beyond their immediate circumstances by offering resources, tools, and a proven platform that builds leadership and character. Dr. Mabry seeks to transform student culture through literacy promotion, character-building workshops, and incorporating his award-winning book, "A Dark Journey to a Light Future."

What procurement process or bid waiver was used and why? Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

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

What fund, cost center and line item(s) were used? FD200, CC0626, GLC 65000.

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

Was the product or service acceptable in the past? No.

Was there a return on investment anticipated when entering this contract? Not Applicable.

Was that return on investment not met, met, or exceeded and how? Yes. Service will ensure that grant objectives are met or exceeded.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Directly. Accelerate Entry into College by developing individuals (program participants) and strengthen communities through expanded access to higher learning and resources across the country. Participation in the services offered by Broward College TRIO Upward Bound is vital to increasing and maintaining high levels of student self-esteem and motivation, leading to post-secondary enrollment.

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

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$9,000.00 (\$2,250.00 each Worktag:

UB- Deerfield (P047A221560: GR001172,BU010, CC0626, FD200, PG000355)

UB McArthur (P047A221563: GR001173, BU010, CC0626, FD200, PG000355)

UB Northeast (P047A221566:GR001174,BU010, CC0626, FD200, PG000355)

UB South Broward (P047A221576:GR001171,BU010, CC0626, FD200, PG000355)

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Board Item
\$2,250.00

Meeting of October 8, 2024

UB- Deerfield (P047A221560: GR001172,BU010, CC0626, FD200, PG000355) \$2,250.00

UB McArthur (P047A221563: GR001173, BU010, CC0626, FD200, PG000355)\$2,250.00

UB Northeast (P047A221566:GR001174,BU010, CC0626, FD200, PG000355)
\$2,250.00

UB South Broward (P047A221576:GR001171,BU010, CC0626, FD200, PG000355)
\$2,250.00

06/11/24 CC0626-GR001172 · Upward Bound Deerfield (\$2,250.00)

06/11/24 CC0626-GR001173 · Upward Bound McArthur (\$2,250.00)

06/11/24 CC0626-GR001174 · Upward Bound Northeast (\$2,250.00)

06/11/24 CC0626-GR001171 · Upward Bound South Broward (\$2,250.00)




TOTAL: (\$9,000.00)






Janice Stubbs

Janice Stubbs, Vice President of Student Services

7/25/2024

APPROVAL PATH: 12186 Tommie Mabry Company (Student Development Workshop Services) FY2024-2025

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

Stage	Reviewer	Description	Due Date	Status	
1	David Kenton	Dean		✔ Completed	
2	Janice Stubbs	VP Review		✔ Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
4	Zaida Riollano	Procurement Approval		✔ Completed	
5	Rabia Azhar	CFO Review		✔ Completed	
5	Christine Sims	Budget Departmental Review		✔ Completed	
5	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
6	Board Clerk	Agenda Preparation		⌚ Pending	
7	District Board of Trustees	Meeting	10/08/24 11:00 AM	⌚ Pending	
8	Electronic Signature(s)	Signatures obtained via DocuSig 		⌚ Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	

Proposal for Services



Between: TRIO UB (Broward College)

And: Tommie Mabry Company

Project: Professional Developments for Students

Student Workshop

TOPIC: “To Predict Your Future, You Must Create It”

Dr. Tommie Mabry’s school assembly theme is “To Predict Your Future, You Must Create It”

The theme spotlights handling adversity and focusing on solutions instead of problems. Dr. Mabry’s message challenges the audience to consider the variety of ways to approach conflicts and help students recognize the power in their determination.

Dr. Mabry’s life-changing and unforgettable school assembly addresses themes such as: attitudes, character, choices, and leadership.

Dr. Mabry’s powerful message applies to all students as they face the inevitable challenges of life.

- ***Date Pending***
- ***Time***
- ***Purpose*** -To prepare students for their post-secondary transition by deepening their understanding of the necessary decision-making and communication skills needed to be successful. Dr. Tommie Mabry’s assembly will focus on social and emotional skills including critical thinking, managing emotions, working through conflicts, decision making, and teamwork.

- **Intended Outcomes-1.** to equip students with the necessary skill sets to be successful after high school **2.** to motivate, educate, and stimulate the minds of young people **3.** to encourage students to confidently be the best version of themselves. **4.** How to transition after the pandemic.

Dr. Tommie Mabry will provide strategies to deal with students' current circumstances, life skills, and behavior issues. Dr. Mabry strives to educate and inspire our youth to see life outside of their circumstances by exposing them to resources, tools, and a proven platform that builds leadership, and character. Dr. Mabry aims to change the culture within students through tools such as: promoting literacy, encouraging positive behaviors through character building workshops and incorporating his award winning book "*A Dark Journey To A Light Future*"

"Other Target areas"

- Dropout Prevention
- Problem solving
- Critical thinking
- Effective communication skills
- Decision making
- Creative thinking
- Self-awareness building skills
- Coping with stress and emotions

Presentation Expectations

- Please have a lapel mic (not handheld) on sight for presentation.
- Please have a quiet area/room where Dr. Mabry can mentally prepare himself before the presentation. Note: Dr. Mabry will remain in this area until he is scheduled to present.
- Please send program itinerary with presentation time 1 week in advance.
- Please make sure that audio and visuals for video presentation are tested prior to the arrival of Dr. Mabry
- If the above-mentioned event is cancelled due to an Act of God or dangerous situation, all parties agree to reschedule the event with the same terms as stated in the initial contract.

Service Delivery

Service fees

- Professional Fees: **\$9,000**
- Travel and lodging is included in the fees for Tommie Mabry Company
- 1 event

Bonus Session

- Dr. Tommie Mabry will do a free follow up event with the students.

Proposal Submitted By:

Tommie Mabry Company

Date _____

Proposal Accepted By:

Trio UB Broward College

Date _____

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000) the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Tommie Mabry Company

Vendor's Name: _____

Address, City, State, and Zip Code: Po. Box 2391 Ridgeland, MS 39158

Phone Number: 601-842-8181

Printed Name and Title of Authorized Representative: Tommie Mabry

Email Address: Tommiemabry@gmail.com

Signature of Authorized Representative: _____

Date: 5-9-24