Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to issue a standard agreement (purchase order) with Vision Database Systems, Inc. for the annual renewal subscription software for student ID cards for the Student Services Department, utilizing a bid waiver (Information Technology). Fiscal Impact: $23,958.36 (cumulative $127,080.11)

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

What is the purpose of this contract and why is it needed? The College Student Identification Card is primarily used for identification, for verification of enrollment status, and for using on-campus College services such as the University/College Library and gaining access to various College facilities.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers 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.

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? FD300, CC0347, 64500:Other Services.

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

Was the product or service acceptable in the past? Yes (via purchase order).

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? 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?**

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: $23,958.36 worktags CC0347, FD300, BU301, PG000269

08/20/24	CC0347 · Student Smart Card	($23,958.36)

David Kenton

David Kenton

8/23/2024

APPROVAL PATH: 12418 Vision Database Systems, Inc. - Subscription Renewal FY2024-2025

Workflow

Synchronize Routing   Edit View   Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Janice Stubbs	Vice President Review		✓ Completed	
2	Alina Gonzalez	Review		✓ Completed	
3	Raj Mettai	Review		✓ 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	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
11	Board Clerk	Agenda Preparation		✓ Completed	
12	District Board of Trustees	Meeting	11/12/24 11:00 AM	ⓘ Pending	

Verification LLC D/B/A Vision Database Systems

1562 Park Lane South Suite #500

Jupiter, FL 33458 US

5617480711

orders@visiondatabase.com

www.visiondatabase.com

Invoice

VISION
DATABASE SYSTEMS

BILL TO	SHIP TO
Diana Hargis Broward College 6400 N.W. 6th Way Fort Lauderdale, FL 33409	Diana Hargis Broward College 6400 N.W. 6th Way Fort Lauderdale, FL 33409

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6412	06/28/2024	$23,958.36	07/28/2024	Net 30	

PO NUMBER

verbal approval - Diane

DATE	ACTIVITY	QTY	RATE	AMOUNT
	RapIDcard:IDMS:IDMS Annual Support & Maintenance (Per License) IDMS Annual Technical Support and Maintenance - Includes assistance diagnosing, correcting, or reducing errors, operational use questions, assistance installing updates, Also includes access to the latest version of IDMS software From 07/01/2024 - 06/30/2025	4	2,502.09	10,008.36T
	RapIDcard:IDMS:RapIDcard IDMS Annual Remote Technical Support and Service (per remote location) RapIDcard IDMS Annual Remote Technical Support and Service (all license types; per remote office location) From 07/01/2024 - 06/30/2025	3	300.00	900.00
	RapIDcard:IDMS:RapIDcard IDMS Supplemental Support 30-Block Plan Supplemental Support 30-Block Plan (Retail $3500 for customers without Basic Support plan). Includes up to 30 hours of Supplemental Support From 07/01/2024 - 06/30/2025	1	2,350.00	2,350.00T
	RapIDcard:IDMS:RapIDcard IDMS View Only License Annual Maintenance Fee IDMS View Only License Annual Maintenance Fee From 07/01/2024 - 06/30/2025	1	200.00	200.00
	CloudCard with CloudPhoto Connect Bundle CloudCard Service with CloudPhoto Connect Application A+ Tier Based on 30000-40000 students	1	10,500.00	10,500.00T

DATE	ACTIVITY	QTY	RATE	AMOUNT
	with SSO Connector *This is an annually recurring fee From 07/01/2024 - 06/30/2025			

SUBTOTAL		23,958.36
TAX		0.00
TOTAL		23,958.36
BALANCE DUE		**$23,958.36**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement 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. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to pentalites 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.

3. Taxes. 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.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disaiblities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees 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 arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

8. 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 BC, permission must be granted by its _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

9. 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.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is soley on BC's behalf. BC

may access and copy any BC Data in Vendor's possession at any time, and Vendor shall faciliate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. 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.

15. BC's 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 immunity limits set forth in Section 768.28, Florida Statutes

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the

Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

17. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

18. Vendor's Confidential Information / 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 the BC, provide the 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 the BC.

(d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the 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 the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the 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 BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. 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 CONSITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

19. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; and (iii) attorneys' or collection-fees provisions.

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: Vision Database Systems Click or tap here to enter text.

By: _____

Name: Zack Walker

Title: Director of Sales

Date: 8-14-24