



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the standard contract for services with CorpDeveloper Investments LLC for the development, implementation, and facilitation of the BCEx Accelerator program, a non-credit workshop. Fiscal Impact: Estimated \$11,000.00

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? Broward College Entrepreneurship Experience (BCEx) seeks a contract with Corpdeveloper Investment, LLC to support the development, implementation, and management of the BCEx Accelerator. BCEx, an intensive, 12-session entrepreneur training program, has attracted students and community members to Broward College. The program is a prerequisite for earning a Technical Certificate in Entrepreneurship, upon completion of certain credit courses (EDI0957, EDI0960, and OST2335) at the College, through a first-of-its-kind articulation agreement. Corpdeveloper Investment, LLC will manage program facilitation, progress tracking, student mentoring, and management of launchpad software to ensure the accelerator's success. Piloted in mid-2024 with an 80% graduation rate, the accelerator offers an innovation-driven platform combining hands-on experience with classroom learning. It has effectively engaged non-credit students, encouraging them to pursue further education at Broward College. The partnership with Corpdeveloper Investment, LLC, will strengthen BCEx's role in fostering entrepreneurship and connecting participants to the resources and educational opportunities offered by Broward College.

What procurement process or bid waiver was used and why? The procurement process used was the Three Quote Form per College Procedure A6Hx2-6.34 for purchases from \$10,000.01 up to Category Two (currently \$35,000.00) as defined in F.S. 287.017(2) and per FLDOE SBE Rule 6A-14.0734. Entrepreneurial Development and Stewardship department obtained three (3) quotes providing the best value for the required commodity or service. The award shall go to the lowest priced responsive/responsible vendor who meets the requirements. The supplier selected is CorpDeveloper Investments LLC.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, this is a budgeted expenditure from the Broward College Entrepreneurship Experience (BCEx).

What fund, cost center and line item(s) were used? Fund: FD100, Cost Center: CC0745,BU308, PG000166.

Line Item: Other Services (Non-Credit classes, workshop, or seminars) GLC64500.

Has Broward College used this vendor before for these products or services? Yes, the college has used this vendor for these products or services in the past.

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

Was there a return on investment anticipated when entering this contract? The return on investment from this contract will yield approximately seventy percent (70%) of the students and community members (participants) completing the BCEx accelerator, with the potential of some completers continuing on to a Broward College Technical Certificate in Entrepreneurship.

Was that return on investment not met, met, or exceeded and how? The return on investment was met in the past year, and we anticipate the same or better results.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, this contract for services directly feeds into the social enterprise tactics and framework to empower student development by providing students with a customized learning experience while responding to students and the community's needs and interests. The BCEX Accelerator program is tailored to students and the community and has a unique flip classroom learning

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:\$11,000.00 FD100, CC0745, BU308 , PG000166

10/08/24

CC0745 · BCEX

















(\$11,000.00)

APPROVAL PATH: 12545 CorpDeveloper Investments LLCBCEx Accelerator Program

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	VP, Workforce Education		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Orlando Aponte	Procurement Approval		 Completed	
4	Rabia Azhar	CFO Review		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	Board Clerk	Agenda Preparation		 Completed	
6	District Board of Trustees	Meeting	11/12/24 11:00 AM	 Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
8	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

BROWARD COLLEGE

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of January 6 2025 between the District Board of Trustees of Broward College, Florida ("College") _____ and Corpdeveloper Investments, LLC 220 SE 2nd St #1704 Ft Lauderdale, FL 33301 ("Vendor") (collectively, the "Parties"), will be in effect until May 31, 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 Broward College Entrepreneurship Experience. 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 \$2,000,000Policy must contain contractual liability coverage.

- B. Automobile Liability \$ Click or tap here to enter text.
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 \$ 250,000
 - 2. General Aggregate \$ 250,000

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

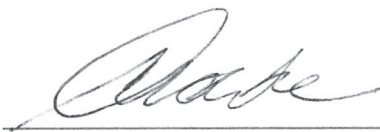
Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Codeveloper Invest -</u>	Tax ID No.	<u>81-4372895</u>
Authorized Representative	<u>MENTS, LLC</u>	Title	<u>Managing Member</u>
Address	<u>Terence Bentley</u>	Telephone	<u>610-306-7479</u>
	<u>220 SE 2ND ST 1764</u>		
	<u>FT LAUDERDALE, FL 33301</u>		
Signature of Vendor		Date	<u>9/25/24</u>
Attested By Name (type)	<u>MAUREEN CLARKE</u>	Title	<u>Member</u>

Signature of Attester  Date Signed 9/25/24

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 _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

Contract for Services

Statement of Work

Exhibit "A"



Statement of Work (SOW) BCEX Cohort 8

Background

- This SOW relates to the task of completing Cohort 8 of the BCEX Accelerator Training Program.

Objectives

- This SOW focuses on the presentation and completion of Cohort 8 of the Lean LaunchPad (“LLP Class” or “Accelerator”) study program at the College.

Consultant Tasks:

Task 1: Lead a LLP class (the “Class”) starting in early January 2025 (or such date as agreed by the parties) and lasting approximately 12 weeks as described in the Course Syllabus. Each Class will be 3 hours.

Electronic Learning System: This course will use Glidr, a Learning Management System application designed for the LLP course. This LMS documents, schedules and provides materials to monitor each student and support review of each student’s work product by the BCEX management team. Dates are subject to change.

Task 2: Interviews: Require students to complete 80-100 Customer Discovery interviews with relevant potential customers, industry experts and similar stakeholders, scheduled at 8-10 per week. Each interview will be 30-60 minutes and will be documented in the Glidr LMS for weekly review.

Task 3: Progressive Deliverables: Students will follow the Class Syllabus, delivering new specific results every week. The Consultant will review all work product and comment on it weekly via the LMS.

Task 4: Pitching: Each student will be prepared to present (“pitch”) a Business Plan presentation each week. This BP will evolve each week, adding 1-2 new slides in successive areas of expertise as defined in the Syllabus. The intention of the course to target half the course time per week to pitching, but this time constraint may result in an estimated 5-7 students pitching per week.

Task 5: Student Support: The Consultant will make himself available for any student at mutually scheduled times throughout the course. This time will be limited to a maximum of one meeting per week for up to 25 students, though the Consultant is free to extend these meeting for the benefit of any student who needs them. This includes time for any student to pitch individually to the Consultant for feedback. These meetings will be by video and in general are at student request.

Task 6: Final Pitch Deck: As the end of the course approaches, students will be expected to edit and adjust their Business Plan materials to create a 10+ slide “investor pitch deck”, structured to the typical format Startups deliver to interested investors.

Task 7: The last session of the Course will be a competitive pitch competition, where each student presents to a panel of three judges. This competition is managed in cooperation with the BCEX team.

Task 8: Consultant will deliver written feedback via Glidr, or LMS to each student every week by Monday following each course week, uploaded to the BCEX team Google Drive.

Task 9: Consultant will create a progress grid for the class and each student, made available at any time to the BCEX team via Google Drive. All course documentation will be uploaded to Google Drive for review by the BCEX Team, by the Monday following the end of each class week or the end of the Cohort.

Note: Further modifying or customizing the LLP Project as a salable or licensable product is outside the scope of this SOW.

Task Deliverable Schedule:

Deliverable	Description	Quantity/Media	Date Completed
All	Conduct/lead classroom lecture LLP Cohort 8	Virtual via Zoom	Estimated early Jan to late May 2025 <i>(Subject to issued PO)</i>

Responsibilities of the College if onsite live training is required:

- If requested by BCEX, Consultant will be available for two onsite classes as determined by BCEX.
- If requested by the Consultant, the college will provide a modern, media equipped classroom for the duration of the Class.
- If the College desires to transfer the Class LLP materials to any ELS used by the College, it will provide a person familiar with that software to do so.
- Documentation and books required by the LLP Course will be supplied by the College or made available to Students two weeks in advance of the Class.
- The College will negotiate and complete an academic license of The Glidr LaunchPad Central Application, for each student enrolled in the Class.
- The College will ensure that a copy of “Business Model Generation” or “Value Proposition Design” by Osterwalder, as agreed between the parties, will be provided by the College or purchased by the students.
- BCEX and the College will recruit students for the class during January ‘245 to Feb of ‘25. BCEX will recruit and interview students for selection. The goal will be to get a minimum of 20 students enrolled in the Class, but not more than 25. This course is very challenging, and it is expected and a normal part of the course that a percentage of students will voluntarily drop due to the workload.
- The College will provide an intern (or other support person) to manage interaction with the Students, copy/distribute media, and similar tasks for the duration of Class activities.

Electronic Delivery:

- If the class is delivered electronically, Consultant will provide electronic copies of all documents other than “Business Model Generation”, or “Value Proposition Design” by Osterwalder

Compensation and Expenses

- All Consultant expenses, document reproduction and management, and other standard business expenses will be paid by the College upon prior approval of a standard expense report by the District Director, Entrepreneurial Experience.
- Task 1-9, above, will be invoiced at \$11,000, payable as a single payment.
- Additional activities, not directly related to these tasks, will be invoiced at \$100/hr.
- Completion of hourly tasks will subject to prior approval by the District Director.

- January 2025 thru May 2025 (FY2024-2025): ****Services will begin once PO is issued.****

Affidavit of Course Characteristics

- The majority of the Course Intellectual Property (IP) is unique to the Consultant.
- The Consultant's IP is licensed to Broward College for its use.

Note on Intellectual Property Ownership

The IP in this course is derived from two sources:

- The course concept and a minor part of the IP in it originated at Stamford, written by Steve Blank, et al. This work is generally licensed under a Creative Commons Attribution-Noncommercial 3.0 Unported License. Blank, et al, have made his work open-source to achieve the widest possible distribution. Many variations of Blank's version of the original LLP course are taught, using Blank's open-source materials, in over 200 universities worldwide.
- *The major part of the unique IP in this LLP course (syllabus, lectures, PowerPoints, administrative tools and so forth) are the individual creation of Terence Bentley, Consultant and Vendor, using concepts from multiple sources and experience combined with his work product.*

As such, Vendor is providing BCEx a non-exclusive unlimited perpetual right to use, modify, sublicense, or transfer all Materials developed or owned by Consultant, that are given to the College during the duration of this contract. Materials are defined as documents, files, presentations, tools, data, techniques, and other products used in developing and teaching this LLP course. This supersedes language in Paragraph 23 of the BC Terms and Conditions document.

Acceptance of Broward College Terms and Conditions

Terence Bentley, Principal, CorpDeveloper Investments LLC accepts Broward College Purchase T&C in lieu of Terence Bentley, Principal, CorpDeveloper Investments LLC, with the specific retention of Bentley's continued ownership and use rights in all course IP.

I, Terence Bentley, accept Broward College's Terms and Conditions in lieu of our own, and I warrant that I have legal power to bind CorpDeveloper Investments, LLC on its behalf.

Vendor Name (type): CorpDeveloper Investments, LLC (CDI, LLC)


Tax ID No. 81-4372895

Authorized Representative: Terence Bentley

Title: Principal

Address: 220 SE 2nd St #1704, FT Lauderdale, FL 33301

Telephone: 610 306 7479

Signature of Vendor: 

Date: 7/25/24

Attested by Name (type): Maureen Clarke

Title: _Member, CDI, LLC

9/25/2024

Quote 00000012 Corpdeveloper Investments LLC



CorpDeveloper
Investments LLC

QUOTE

Corpdeveloper Investments LLC
c/o Terence Bentley
220 SE 2nd St
1704

Ft Lauderdale, FL 33301

Email Address: bentley@corpdeveloper.com

Quote# 000012

Broward College
111 Las Olas Blvd
Ft Lauderdale, FL 33301

Quote Date 9/25/2024

Due Date 05/01/2025

Item	Description	Unit Price	Quantity	Amount
Service	Consulting agreement Payment, Cohort 8 BCEx	\$11,000.00	1.00	11,000.00
		Subtotal		11,000.00
		Total Amount Paid		11,000.00 0.00
		Balance Due		\$11,000.00