



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 a standard agreement (purchase order) with Neeraj Seth DBA Compansol for renewal software subscription for the BC TRIO Grants for FY2024-2026 by utilizing bid-waiver (sole source) Fiscal Impact: \$12,322.04 (cumulative \$107,178.88)

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

What is the purpose of this contract and why is it needed? The purpose of this request is to renew the software Blumen (company Compansol) for two more years. All TRIO Program grantees are required to submit to the Department of Education (DOE) an annual performance report documenting the persistence and degree attainment of their participants. Blumen provides a seamless way of collecting data and reporting to the DOE. The database's fields are directly aligned to the requirements of the DOE for Annual Performance Reports and Interim Performance Reports. Blumen, is the only software that has a direct tie-in with the DOE; meaning, all grant federal requirements and performance measures, as established by the DOE, are automatically "fed" into the Blumen portal. For example, Blumen provides a feature that allows directors to import data from the National Clearinghouse (NHCH) into the Blumen database, to meet the transfer performance measures. Blumen also allows the Grant Directors to submit performance measures directly to the DOE through Blumen. Providing a secure portal to transfer participant information to the DOE, Blumen is the only software that does this. Years worth of grant performance, progress, and participants information are already in the Blumen system. It is important that we continue to use the same software as we go into the grants future performance cycles where all the data is currently housed, and all progress has been tracked and measured. These students have to be tracked as required by TRIO regulations.

Description of Software: Blumen Online software allows you view and track Prior Experience (PE) Points and provides the Annual Performance Report Data check feature for accurate reporting. Blumen also provides support to the TRIO programs and makes changes to the database to align to any changes made by the Department of Education for reporting. The database will house student data for all students enrolled in the TRIO programs for the performance periods as follows:

What procurement process or bid waiver was used and why? The bid waiver exemption used was the Sole Source in accordance with FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Not Applicable.

What fund, cost center and line item(s) were used? FD200-CC0626-(64500), FD200-CC0287-(64500).

Has Broward College used this vendor before for these products or services? Yes. TRIO EOC, Talent Search and Upward Bound Grants will need to continue using the same database until the last cycle of the grants performance year as follows: UPWARD BOUND: (09/01/2022-08/31/2027), EOC: (09/01/2021-08/31/2026), TS-ASPIRE: (10/01/2021-09/30/2026), TS-REACH: (10/01/2021-09/30/2026).

Was the product or service acceptable in the past? Yes. Reports and data have been submitted without errors and in accordance to the DOE standards, including any last minute changes done by DOE, since Blumen automatically uploads any changes from DOE.

Was there a return on investment anticipated when entering this contract? Yes. Reports and data have been submitted without errors and in accordance to the DOE standards, including any last minute changes done by DOE, since Blumen automatically uploads any changes from DOE. In addition, grant participants have shown increased in academic performance.

Was that return on investment not met, met, or exceeded and how? It was met through the accurate reporting of grant performance which counts towards performance points. These points are taken into consideration when the grant is renewed and approved every year, which we have received.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes. Empower Student Development: Provide a Best-in Class Student Experience.

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: \$12,322.04. Worktags: FD200-CC0626--CC0287, (BU308-PG000355, GR001082, GR001083, GR001084), (BU010-PG000355 GR001171, GR001172, GR001173, GR001174)

07/16/24	CC0287-GR001084 · TRIO EOC Ext.Plan-EOC (until 09/03/2025)	(\$1,890.00)
07/16/24	CC0287-GR001083 · Talent Search - ASPIRE Ext.Plan-ASPIRE (until 02/14/2026)	(\$1,890.00)
07/16/24	CC0287-GR001082 · TRIO Talent Search REACH Grant Ext.Plan-REACH (until 02/14/2026)	(\$1,890.00)
08/20/24	CC0626-GR001171 · Upward Bound South Broward Ext.Plan- UBSB (until 09/03/2025)	(\$1,663.01)
08/20/24	CC0626-GR001172 · Upward Bound Deerfield Ext.Plan- UBDH (until 09/03/2025)	(\$1,663.01)
08/20/24	CC0626-GR001173 · Upward Bound McArthur Ext.Plan- UBMH (until 09/03/2025)	(\$1,663.01)
08/20/24	CC0626-GR001174 · Upward Bound Northeast Ext.Plan- UBNH (until 10/3/2025)	(\$1,663.01)
TOTAL:		(\$12,322.04)

Janice Stubbs

Janice Stubbs, Vice President of Student Services

7/24/2024

APPROVAL PATH: 12372 Compansol Inc. (Blumen) Renewal Software Subscription

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

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



Contract for Services
Statement of Work
Exhibit "A"

Summary: Blumen Online TRIO (BOT) Software Extension Plan will provide the following products/services outlined below:

Description of Goods or Services: Software Subscription renewals for the following seven TRIO programs:

- 1 BOT Extension Plan- TRIO EOC (until- 09/03/2025) \$1,890.00 - Anesse Mesidor
- 1 BOT Extension Plan-TRIO ASPIRE (until- 2/14/2026) \$1,890.00 - George Fabre
- 1 BOT Extension Plan-TRIO REACH (until- 2/14/2026) \$1,890.00 - Martha Villegas Miranda
- 1 BOT Extension Plan-TRIO UBSB (until- 9/3/2025) \$1,663.01- TaiQuay Bogle
- 1 BOT Extension Plan-TRIO UBDH (until- 9/3/2025) \$1,663.01- TaiQuay Bogle
- 1 BOT Extension Plan-TRIO UBMH (until- 9/3/2025) \$1,663.01- TaiQuay Bogle
- 1 BOT Extension Plan-TRIO UBNH (until- 10/3/2025) \$1,663.01- TaiQuay Bogle

Total Consideration Payable for the Goods or Services:

- Blumen – PC/Desktop Software.
- Technical Support for BOT & Blumen

Compansol agrees to be paid for the subscription periods:

- For a total of \$12,322.04 per annual subscription:
- FY2024-2026

Total fee of \$12,322.04 for the subscription periods.

Payments of services will be made to:

Mailing Address
COMPANSOL
P.O. Box 821143
Houston, TX 77282

- orders@compansol.com
- Support: support@compansol.com
- Information: info@compansol.com
- Sales: sales@compansol.com
- Blumen: blumen@compansol.com
- Toll Free: 1.866 My Blumen (692.5863)
- Toll Free: 1.800.597.8204
- Local: 281.597.8238
- Local Fax: 281.597.8258

Signed by:

Signature: 
8DD41D98CFDA4F4...

Name: Donald Astrab

Position: Interim President



Compansol

Computer Analysis & Solutions

Wednesday, March 27, 2024

Broward College
3501 SW Davie Road,
Central Receiving, Bldg 23 Davie, FL 33314
Date: March 26, 2024

Ref: PO Terms And Conditions

COMPANOL will accept Broward College's PO terms 100%, with no changes exactly as follows:

I, Neeraj Seth, accept Broward College's Terms and Conditions in lieu of our own, and I warrant that I have legal power to bind COMPANSOL on its behalf.

If you have any questions, please feel free to contact us at (800)597-8204.

Sincerely,

Signature:

Name: **Neeraj Seth**

Position: **Director**



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

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 penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

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 Disabilities 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 Vice President, Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its Director 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 solely on BC's behalf. BC may access and copy any BC Data in Vendor's



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

possession at any time, and Vendor shall facilitate 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



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

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 CONSTITUTE 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: Click or tap here to enter text.

By: Compansol

Name: Neeraj Seth 

Title: Director

Date: 1/18/2024

**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.

COMPANSOL

**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.

Vendor's Name: COMPANSOL

Address, City, State, and Zip Code: P.O. Box 821143 Houston, TX, 77282

Phone Number: 1-800-597-8238

Printed Name and Title of Authorized Representative: Neeraj Seth

Email Address: blumen@compansol.com

Signature of Authorized Representative: 

Date: 8/10/2022