



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement with Certiport to purchase the Project Management Institute (PMI) Project Management Ready (PMR) e-course license and exam vouchers for Broward College-Continuing Education. This provides access for students to become certified in the field of Project Management. Fiscal Impact: \$5,025.00. Estimated Revenue: \$249,750.00.

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? The purpose of this contract is to purchase 250 Certiport eCourse licenses and 500 exam vouchers (allowing two attempts per student). The eCourse and exam vouchers, with Certiport, are needed to purchase the Project Management Institute (PMI) Project Management Ready (PMR) e-course license and exam vouchers for Broward College-Continuing Education to provide access for students to become certified in the field of Project Management. PMI is the industry leader in Project Management and monitors the approved body of knowledge needed for success in the field.

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

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

What fund, cost center and line item(s) were used? FD107 (Corporate Education - Workforce), CC0073 (CE-Workforce) Line Item: 65000 (Professional Fees).

Has Broward College used this vendor before for these products or services? Yes, we have used Certiport since January 2023 to provide these products/services.

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

Was there a return on investment anticipated when entering this contract? Yes. Over 138 students enrolled in the PMR eCourse. In the first year (2023), 69% of students who attempted the certification exam passed/attained their credential.

Was that return on investment not met, met, or exceeded and how? Yes, the return on investment was met. 69% of students who attempted the certification exam passed/attained their credentials.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

- 1. Empower Student Development**, as it provides the learner with a customized learning experience which was designed based on high need & employer requests for workers with soft skills.
- 2. Provide a Best-in-Class Student Experience**, using aspirational enhancements to our services and programs while monitoring student sentiment and needs.
- 3. The Fuel for our Strategy**, Financial Innovation (revenue generation program).

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: Estimate \$5,025.00 to purchase 250 - (Moore Solutions) Project Management Institute (PMI), Project Management Ready (PMR) eCourse user licenses, and 250 exam vouchers for Project Management Ready certifications The fiscal impact for this purchase is based on 250 program licenses and 500 exam vouchers (allowing two attempts per student). during the one-year agreement). Anticipated gross program revenue is \$249,750 (\$999 student tuition x 250 = \$249,750)

Worktags: CC0073, BU060, FD107, PG000513.




























04/16/24	CC0073 · Continuing Ed / Economic Development CC0073, PG000513, FD107, BU060	\$249,750.00
04/16/24	CC0073 · Continuing Ed / Economic Development CC0073. PG000513. FD107. BU060	(\$5,025.00)
		TOTAL: \$244,725.00

APPROVAL PATH: 12025 Certiport - Site Licenses and Exam Vouchers

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Diane Peart	AVP Review		 Completed	
2	Steven Tinsley	SVP of Workforce Education and In		 Completed	
3	Alina Gonzalez	Review		 Completed	
4	Raj Mettai	Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Zaida Riollano	Procurement Approval		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
7	Christine Sims	Budget Departmental Review		 Completed	
7	Legal Services Review Group	Review and Approval for Form and		 Completed	
8	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
9	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
10	Board Clerk	Agenda Preparation		 Completed	
11	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	



A PEARSON VUE BUSINESS

Prepared By Travis Qualls
 Email travis.qualls@pearson.com
 Created Date 3/12/2024
 Expiration This quote is valid until 04/26/2024
 Quote Number 00145997
 Certiport ID 90019756

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
 1633 W. Innovation Way, 5th Floor
 Lehi, UT 84043
 USA

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890

Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

travis.qualls@pearson.com

Bill To Name Broward College - Central Campus
 Bill To The District Board of Trustees of Broward College,
 6400 N.W 6th Way, 3rd Floor
 Accounts Payable
 Ft. Lauderdale, FL 33309
 USA

Ship To Name Broward College - Central Campus
 Ship To 3501 SW Davie Road
 Bldg. 13
 United States
 Fort Lauderdale, FL 33314
 USA

Prepared For

Diane Peart

dpeart@broward.edu

Product ID	Product	Quantity	Sales Price	Total Price
1107721	(Moore Solutions) MSi PMI PMR eCourse 250 User License HED (MSi Platform)	1.00	\$1,945.00	\$1,945.00
1107250	PMI Site License (500 Exams) US HED	1.00	\$3,080.00	\$3,080.00

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$5,025.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Exception: Terms on signed Supplemental Addendum will take precedence over terms on this Quote. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.





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Prepared By	Travis Qualls
Email	travis.qualls@pearson.com
Created Date	3/12/2024
Expiration	This quote is valid until 04/26/2024
Quote Number	00145997
Certiport ID	90019756

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.





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16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

Signature

Craig Bushman
General Manager

Name/Title

06/06/2024

Date

DocuSigned by:

8DD41D98CFDA4F4...

Signature

Donald Astrab Interim President

Name/Title

6/18/2024

Date

HMC
HMC

