



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to authorize the standard agreement (purchase order) with College Summit, Inc. dba PeerForward for a Mentoring Service Management Technology Software. Fiscal Impact: \$33,333.00

Presenter(s): Janice Stubbs, Vice President of Student Services

What is the purpose of this contract and why is it needed? To purchase a Mentoring Service Management Technology Software -College Summit dba PeerForward PowerApp Software. This software is needed to track each of the peer mentoring interactions between peer mentors and mentees to ensure accountability of the work being performed by the peer mentors and for quality assurance performance of services for Summer through Fall. This software also allows for managers to track overall program retention and success metrics, and the performance measures that are required by the AmeriCorps grants which partially funds this program.

What procurement process or bid waiver was used and why? The procurement process used was an informal competitive solicitation with the three-quote form, since the threshold is between \$10,000.01-35,000.00.

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

What fund, cost center and line item(s) were used? The fund used is FD200. The cost center used is CC0093 - GR000931, and line item is GLC64500. The funding source is the AmeriCorps grant cost center funds.

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

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

Was there a return on investment anticipated when entering this contract?

Because of the data gathered using this personalized tech support and dashboard, our program was able to exceed performance metrics and awarded program of the year by the Volunteer Florida State Commission. Additionally, peer mentoring data collected has shown a positive impact on participating students overall retention and we are able to demonstrate that impact thanks to the data collection and tracking being done through this software.

Was that return on investment not met, met, or exceeded and how? The Peer Mentoring program was able to secure additional grant funding to expand and scale services college-wide.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, Provide Best-in-class Student Experience under the Empower Student Development Tactic.

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

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

FISCAL IMPACT:

Description: Estimated at \$33,333.00 for Academic Year 2023-2024 from CC0093 FD200 BU304 PG000369 *GR000931 (AmeriCorps Grant, Peer Mentoring)

04/23/24 **CC0093-GR00931 · AmeriCorps Grant** **(\$33,333.00)**
CC0093 FD200 BU304 PG000369 *GR000931 (AmeriCorps Grant, Peer Mentoring)




























Janice Stubbs
Janice Stubbs, Vice President of Student Services 5/9/2024

APPROVAL PATH: 11962 College Summit, Inc. DBA PeerForward 2024

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Esmeralda Sweeney	AVP Review		 Completed	
2	Alina Gonzalez	Review		 Completed	
3	Raj Mettai	Review		 Completed	
4	Janice Stubbs	VP Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 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		 Completed	
13	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	



Broward College Quote

d

Date of Service to begin upon issued PO to July 31st, 2024, for College Academic Year 2023-2024.

College Summit, Inc. dba PeerForward shall provide invoices for payments with the last payment to be issued in July 2024 at the end of the academic year as long as the services have been provided as stipulated in this quote.

Quote: 2023-24-001	
Broward College	
PowerApp Software access to and comprehensive tech support service for a personalized PowerApp dashboard, reporting and metrics for up to 100 users serving 1,000 – 1,500 student mentees annually.	\$33,333
TOTAL PRICE	\$33,333



**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 _____ 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



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's 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.



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

18. Vendor’s Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC

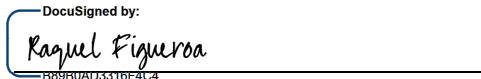
(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL 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: College Summit dba PeerForward

By: 
Name: Raquel Figueroa
Title: Managing Director, Program and Innovation
Date: 4/11/2024



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

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

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

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

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

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

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

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

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

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

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

Vendor's Name: College Summit dba PeerForward

Address, City, State, and Zip Code: 1140 3rd St, NE, Washington, DC 20002

Phone Number: 202-319-1763

Printed Name and Title of Authorized Representative: Raquel Figueroa, Managing Director of Program and Innovation

Email Address: rfigueroa@peerforward.org

Signature of Authorized Representative: Raquel Figueroa Digitally signed by Raquel Figueroa
Date: 2024.03.29 15:48:57 -04'00'

Date: March 29, 2024

Privacy Policy

PeerForward created this Privacy Policy to demonstrate respect for your privacy preferences and to disclose our information collection and sharing practices. Regardless of whether you provide us with your personal information via our website or in another manner (e.g. telephone, regular mail or face-to-face), we strive to honor your privacy preferences.

BY ACCESSING AND/OR USING THE WEBSITE, YOU HAVE AGREED TO 1) abide by the practices described in this Privacy Statement, as may be amended from time to time, and 2) the transfer, processing and maintenance of your personal and sensitive information in the United States of America.

THE PERSONAL INFORMATION WE COLLECT: Depending on the type of communication or transaction, the personal information we collect may include, but is not limited to, your name, postal address, zip code, telephone number, organization name, e-mail address, credit card, bank information or billing information.

WHERE AND WHEN WE COLLECT PERSONAL INFORMATION: You will be asked to provide your personal information when making donations, requesting communications, and/or in connection with other PeerForward business (whether it is via the website, e-mail, direct mail or telephone communications).

WE DO NOT KNOWINGLY COLLECT INFORMATION FROM CHILDREN: We do not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to provide us with their personal information. If you are under 18, do not send any information about yourself to us, including your name, address, telephone number, or e-mail address. In the event we learn that we collected personal information from anyone under the age of 18, we will delete that information as quickly as possible. If you believe that we might have any information from or about anyone under the age of 18, **please call us Monday through Friday, 8:00AM - 5:00PM Eastern Time at 202-319-1763 x275**

INFORMATION SECURITY: PeerForward has a layered security in our systems and only designated employees have access to hard copies of your personal information. All on-line transactions are done on a secure server. This means that information entered on the transaction page is encrypted using SSL (Secure Socket Layer) before transmission. On secure pages, a "closed" lock symbol is displayed in the bottom part of your browser screen and the website address in the address bar at the top of the browser screen starts with an "https" instead of an "http". Donation pages are verified by Democracy In Action and transactions are processed using a democracyinaction.org merchant account.

PEERFORWARD MAY SHARE YOUR PERSONAL INFORMATION: Personal information will be shared internally at PeerForward to complete your donations, to contact you about our on-going work and ways that you can further support our efforts to help children in need. Your personal information will also be used to provide you access to the various sections of our website that have been personalized for your needs. PeerForward may share,

rent or exchange donor names and postal addresses with third parties. Except in the limited circumstances outlined below, PeerForward will never intentionally share your e-mail addresses, phone numbers or financial information.

EXCEPTIONS: PeerForward reserves the right to share your personal information in certain situations:

1. **Credit Card Transactions, Electronic Fund Transfers, Payments by Check or Money Order and On-line Transactions.** PeerForward hires third parties to provide credit card, bank, payment and information processing services and order fulfillment services. If you choose to make a donation on-line, by phone, through the mail or by other means, we will share your personal information with our processing service providers. We make an effort to require all third party service-providers to hold personal information in strict confidence. While we believe these other companies are upstanding and will treat your personal information responsibly, we do not own or control them and cannot guarantee your privacy.
2. **Necessity.** If we have reason to believe that there has been some inappropriate interference with or use of our website, communications, charitable services or personal or real property (for example, see the [Terms of Use](#)), or if we have reason to believe that one of the PeerForward website users, donors, employees or other related parties may have been injured or may have harmed some other party, we will disclose, without notice to you, personal information as we deem appropriate or if compelled by a legal or regulatory authority.
3. **Merger, Acquisition or other Corporate Restructure.** We also may transfer your personal information to a third party successor in interest if we are involved in an acquisition, merger or other transfer of control or sale of assets.

Cookies and Web Beacons

When you visit our website, your browser automatically sends us certain Internet-related information (such as the Internet Protocol (IP) address of the computer you're using). We also may use cookies and Web beacons to better understand how visitors use our site.

Cookies are small text files that websites often store on the computer hard drives of visitors to their sites. A cookie contains a unique code, which is used to recognize your computer when a user of your computer returns to a website that was visited previously. Web beacons are Internet tools that help us determine, for example, whether a website page has been viewed. We use cookies and Web beacons to enhance the online experience of our visitors and to better understand how our site is used. Cookies and Web beacons may tell us, for example, whether you have visited our site before or whether you are a new visitor.

The "help" portion of the toolbar on most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Remember, though, without cookies, you may not be able to take full advantage of all of PeerForward's website features.

WEBSITE LINKS: In order to provide certain services and goods at our website, we contract with other companies and individuals. These additional services and goods may include "links" to other websites from our website.

PeerForward's privacy practices may not be applicable at any third-party sites. Anytime you leave the PeerForward website, we have no control regarding what information may be collected about you, nor do we control what third-parties might do with the information. For example, when you click on a merchant's name at the PeerForward site, you will be connected with the third-party merchant's website (even if the PeerForward name/logo is on the screen). This merchant website should have its own privacy statement applying to transactions at their website. It is important that you review any privacy policies on third-party sites carefully, BEFORE you use any services or programs offered.

CHANGES TO PRIVACY PRACTICES: From time to time, PeerForward may revise its privacy practices to address changing technology, security measures and website functionality. We strive to provide you with timely notice of these changes. Please contact us if you have any questions about changes to our practices.

CONTACTING PEERFORWARD ABOUT PRIVACY PREFERENCES: If you wish to change your privacy preferences or have any questions please contact us.

REGULAR MAIL:

PeerForward, Inc.

Attention: Website ADMINISTRATOR

1140 3rd St., NE, Suite 320

Washington, D.C. 20003

EMAIL: _____

TELEPHONE: Monday through Friday, 8:00AM - 5:00PM Eastern Time at 202-319-1763

In addition, residents of the following states may obtain financial and/or licensing information from their states, as indicated. Registration with these states, or any other state, does not imply endorsement by the state.

Florida: *A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. FLORIDA REGISTRATION # CH 18561.*

Maryland: *Documents and information submitted under the Maryland Solicitations Act are available, for the cost of postage and copies, from the Maryland Secretary of State, State House, Annapolis MD 21401, (410) 974-5534. MARYLAND REGISTRATION# 16238*

Mississippi: The official registration and financial information of PeerForward Federation, Inc. may be obtained from the Mississippi Secretary of State's office by calling 1-888-236-6167. Registration by the Secretary of State does not imply endorsement by the Secretary of State. MISSISSIPPI REGISTRATION# 100008057

New Jersey: INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 AND IS AVAILABLE ON THE INTERNET AT www.njconsumeraffairs.gov/ocp.htm#charity. REGISTRATION WITH THE ATTORNEY GENERAL DOES NOT IMPLY ENDORSEMENT. NEW JERSEY REGISTRATION # CH-26457-00

New York: A copy of the most recent financial report is available from the Office of the Attorney General, Department of Law, Charities Bureau, 120 Broadway, New York, New York 10271. NEW YORK REGISTRATION # 21-05-35

North Carolina: Financial information about this organization and a copy of its license are available from the State Solicitation Licensing Branch at 1-919-807-2214. The license is not an endorsement by the State. NORTH CAROLINA REGISTRATION # SL003392

Pennsylvania: The official registration and financial information of PeerForward Federation, Inc., may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. PENNSYLVANIA REGISTRATION # 31741

Virginia: A copy of the financial statement is available from the State Office of Consumer Affairs, Department of Agricultural and Consumer Services, P.O. Box 1163, Richmond, VA 23209 or call 1-804-786-2042.

Washington: Financial information available from the Corporations Division, Office of the Secretary of State, P.O. Box 40234, Olympia, WA 98504-0234, or call, in state, 1-800-332-4483. WASHINGTON REGISTRATION # 21807

West Virginia: West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capital, Charleston, WV 25305. Registration does not imply endorsement. Contributions to PeerForward are tax deductible to the extent permitted by law. (Rev August 2010)