



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 6 month extension (180 day extension authorized in the RFP) with BARNES & NOBLE BOOKSELLERS, LLC (ITN 2014-171-ZR) for Comprehensive Bookstore Service. Fiscal Impact: Revenue \$550,00.00 (based on revenue generating from July to October FY2023).

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

What is the purpose of this contract and why is it needed? The purpose of this contract is to furnish students with comprehensive bookstore services college wide for goods and services. The initial contract was enacted in 2014 for a five-year term. The option to renew was utilized. There exist a current contract 2019 to June 30, 2024 with a 180 day extension authorized in the RFP.

What procurement process or bid waiver was used and why? ITN 2014-171-ZR(Intent to Negotiate) to convert Bookstore Operations from self operating to an out-sourced model.

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? FD303,CC0045, BU201 and GL45001 (Revenue for FY2023-24: \$989,051.42)

Has Broward College used this vendor before for these products or services? Yes, from 2014 to current date.

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

Was there a return on investment anticipated when entering this contract? There was no initial investment by Broward College. Barnes and Nobles agreed to invest \$1.2 million in renovations of the previous storefront upon the execution of the 2014 contract execution.

Was that return on investment not met, met, or exceeded and how? Not Applicable

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Empower Student Development by providing course materials for classes and providing a comfortable matriculation.

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:This item is revenue generating and has no cost to Broward College. Please see last three years of gross revenue:

Total FY 2020-21 - \$1,237,617.43

Board Item

Total FY 2021-22 - \$1,030,956.57

Total FY 2022-23 \$989,051.42

Meeting of August 20, 2024

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

3/13/2024

APPROVAL PATH: 11839 BARNES & NOBLE BOOKSELLERS, LLC (Amendment 4- 6 month extension)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Kevin Delsoin	Director Review		✔ Completed	
2	Donald Astrab	Vice Provost Review		✔ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✔ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
5	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
6	Electronic Signature(s)	Signatures obtained via DocuSig 		✔ Completed	
7	Pending Counter-Signature(s)	Review		✔ Completed	
8	Natalia Triana-Aristizabal	Review		✔ Completed	
9	Board Clerk	Agenda Preparation		✔ Completed	
10	District Board of Trustees	Meeting	08/20/24 08:30 AM	🕒 Pending	



**AMENDMENT #4 BARNES & NOBLE COLLEGE BOOKSELLERS, LLC
AGREEMENT**

THIS AMENDMENT is made and entered into as of the effective date of this amendment,
which is the date of the last party's signature,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereafter referred to as BC),
a political subdivision of the State of Florida, whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301 and

BARNES & NOBLE COLLEGE BOOKSELLERS, LLC
(hereafter referred to as Vendor), a company,
who is located at
120 Mountainview Blvd., Basking Ridge, NJ 07920

WHEREAS, the parties entered an Agreement for BARNES & NOBLE COLLEGE
BOOKSELLERS, LLC (ITN 2014-171-ZR) dated on or about June 13, 2014, as amended (the
"Contract") which expires on June 30, 2024,

WHEREAS, the Contract may be amended only when reduced to writing and signed by
both Parties, and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Term Extension.** The Contract shall be extended for a period of 180 days,
commencing on July 01, 2024, and ending on December 31, 2024. Additionally, in the
event BC and Vendor enter into a new agreement for the same or substantially similar
services as provided under the Contract prior to December 31, 2024, this Contract shall
automatically terminate, with no further action by the parties, on the day prior to the
day the new agreement commences.
2. **Exhibit A Amendments.**
 - a. **Exhibit A, Section 16. Repurchase of Inventory (On hand)** of the Agreement is
hereby amended by deleting "cancellation of this Agreement" in the first sentence
thereof and replacing it with "any termination, expiration, or non-renewal of this
Agreement for any reason".

b. Exhibit A, Section 17. Repurchase of Inventory (Outstanding rentals) of the Agreement is hereby amended by deleting “cancellation of this Agreement” in the first sentence thereof and replacing it with “any termination, expiration, or non-renewal of this agreement for any reason”.

- 3. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 4. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.
- 5. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to BC in the Agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

BARNES & NOBLE COLLEGE BOOKSELLERS, LLC

By Bobby Hamous Digitally signed by Bobby Hamous
DN: cn=Bobby Hamous, o=Barnes & Noble College
Bookellers, LLC, ou, email=bhamous@bncollege.com, c=US
Date: 2024.06.24 13:56:23 -0400'

Name Bobby Hamous

Title Vice President of Stores

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By Donald Astrab DocuSigned by:
6DD41D98CFDA4F4...

Name Donald Astrab

Title Interim President