



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize an increase in fiscal authority and renewal of the agreements for Temporary Staffing Services (RFP-2021-065-OA) with six of the awarded vendors: Tech Army LLC, Steven Douglas Associates LLC dba StevenDouglas, 4 Best Business Corp, DataSoft Technologies LLC, Cambay Consulting LLC, and Consultis of Boca Raton for temporary staffing services collegewide. Fiscal Impact: \$600,000 (2021-2024 cumulative fiscal authority \$4,200,000; cumulative fiscal spend 1.500,000)

Presenter(s): Sophia Galvin, Vice President, Talent and Culture

What is the purpose of this contract and why is it needed? The purpose of this agreement is to contract temporary staffing services to fulfill the organization's temporary staffing needs for multiple skill categories and it is needed for temporary workers that the College does not need to hire on a regular/permanent basis.

The recommendation is to exercise the first renewal option from December 10, 2024 to December 10, 2025 for the following vendors: Tech Army LLC, Steven Douglas Associates LLC dba Steven Douglas, 4 Best Business Corp, DataSoft Technologies LLC, Cambay Consulting LLC, and Consultis of Boca Raton.

During the award period of the three years, services were utilized only with the six vendors listed.

What procurement process or bid waiver was used and why? The procurement process used was a formal competitive solicitation in accordance with FLDOE Rule 6A-14.0734 and College Procedure A6Hx-6.34 via a Request For Proposals (RFP).

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, this is a recurring annual expense item.

What fund, cost center and line item(s) were used? The funding is utilized from the respective departments that request the temporary staffing services. Approximately \$1,488.90 has been utilized. as of May 31, 2024.

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? Yes, the temporary staffing firms assist with quick, short-term, industry specific placements.

Was that return on investment not met, met, or exceeded and how? Yes. We utilized these firms for speedy temporary placement.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This item directly feeds one of the Social Enterprise tactics by ensuring that talent administrators, faculty, and staff are hired to support the needs of our students.

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 \$600,000.00 collegewide. Departments are to ensure proper funding when submitting requisitions using these temporary staffing services.

Marisol Cortes

Marisol Cortes, Senior Executive Assistant














6/5/2024

APPROVAL PATH: 11913 Temporary Staffing Services (RFP-2021-065-OA) - 1st Renewal

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Sophia Marie Galvin	Executive Director Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Zaida Riollano	Procurement Approval 		 Completed	
4	Rabia Azhar	CFO Review		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	Board Clerk	Agenda Preparation		 Pending	
6	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
8	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of the execution date 2021 between the District Board of Trustees of Broward College, Florida ("College") and 4 Best Business Corp ("Vendor") (collectively, the "Parties"), will be in effect until December 10, 2024 plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Contract Administrator who ordered the services. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

- B. Automobile Liability \$ 1,000,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000

- E. Cyber Liability \$ 1,000,000 if the Vendor will have access to the College networks, systems and student or employee data, or at the discretion of the College's Risk management Office.

- F. Pollution Liability
 - 1. Per Occurrence \$ 0
 - 2. General Aggregate \$ 0
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its the Contract Administrator who ordered the services or that position's designee, and in the case of the other party, permission must be granted by its PRESIDENT or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

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


College


Vendor

FOR VENDOR USE ONLY

Vendor Name (type) 4 Best Business Corp Tax ID No. 54-2093754
Authorized Representative Miguel Fernandez Title President

Address 3600 Red Road, Suite 306 Telephone 954-212-1442
Miramar, Florida, 33025

Signature of Vendor  Date 09/02/2021

Attested By Name (type)  Title 09/02/2021

Signature of Attester  Date Signed 09/02/2021

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____


AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title SVP Finance & Operations

Signature  Date 12/10/2021
DocuSigned by: 718ED749A745435...

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		4BB Corp
Item No.	Broward College Job Title	Billing Rate
Adminstration		
1	Administrative Assistant I	\$ 18.40
2	Administrative Specialist II	\$ 19.40
3	Executive Assistant	\$ 22.10
Finance		
4	Junior Accountant	\$ 30.45
5	Payroll Specialist	\$ 23.40
6	Payroll Manager	\$ 37.95
7	Accountant	\$ 35.95
8	Senior Accountant	\$ 49.95
9	Grantwriter	\$ 29.95
10	Grant Accountants	\$ 35.95
Procurement		
11	Procurement Officer	\$ 48.95
Information Technology		
12	Programmer/Analyst (Entry Level)	\$ 31.95
13	Programmer/Analyst I	\$ 35.95
14	Programmer/Analyst II	\$ 39.95
15	Programmer/Analyst III	\$ 44.95
16	Specialist II	\$ 27.95
17	Specialist III	\$ 29.95
18	Database Administrator	\$ 39.95
19	SQL Database Administrator	\$ 39.95
20	Business Analyst I	\$ 31.95
21	Business Analyst II	\$ 33.95
22	Business Analyst III	\$ 35.95
23	Systems Engineer	\$ 39.95
24	Sr. Systems Engineer	\$ 43.95
25	Budget Analyst	\$ 33.95
26	Tele-Communications	\$ 27.95
27	Technician I	\$ 21.95
28	Technician II	\$ 23.95

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		4BB Corp
Item No.	Broward College Job Title	Billing Rate
29	Digital Media Developer	\$ 31.95
30	Interactive Web-Based Training Developer	\$ 34.95
31	Interactive Web-Based Trainer	\$ 28.95
32	Online Course Developer	\$ 28.95
33	Training Program Developer	\$ 28.95
34	Training Program Deliverer	\$ 29.95
35	Web Applications Developer	\$ 34.95
36	Web Designer	\$ 25.95
37	Project Manager (Entry Level)	\$ 40.95
38	Project Manager I	\$ 43.95
39	Project Manager II	\$ 48.95
40	Project Manager III	\$ 69.95
41	Program Manager	\$ 71.95
42	Technical Consultant I	\$ 39.95
43	Technical Consultant II	\$ 42.95
44	Technical Consultant III	\$ 49.95
45	Network Architect	\$ 37.95
46	Security Engineer	\$ 44.95
47	Network Engineer	\$ 49.95
48	Senior Network Engineer	\$ 35.95
49	Quality Assurance Analyst	\$ 41.95
50	Business Intelligence Developer	\$ 49.95
51	Technical Trainer	\$ 28.95
52	Solutions Architect	\$ 54.95

MF

BROWARD COLLEGE NON-DISCLOSURE AGREEMENT | EXHIBIT B

This Agreement is by and between 4 Best Business Corp (Vendor), a corporation with offices at 3600 Red Road, Suite 306, Miramar, Florida, 33025, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.
2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,
4. Any Confidential Information received by any Party under this Agreement shall:
 - (a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;
 - (b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;
 - (c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

- (d) remain the property of the disclosing ~~Party, and~~ Party and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.
5. The obligations of Paragraph 4 shall not apply however to any information which:
- (a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;
 - (b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;
 - (c) is received independently from a third party free from any obligation to keep said information confidential;
 - (d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or
 - (e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.
6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.
7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.
8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.
9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.
10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.
11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The District Board of Trustees of Broward College:

4 Best Business Corp

By: 

Printed Name: Miguel Fernandez

Title: President

Date: 09/02/2021

DocuSigned by:

By: 

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Printed Name: John Dunnuck

Title: SVP Finance & Operations

Date: 12/10/2021



EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions, and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Revise the following insurance amounts in section 22 "Insurance":

Products-Completed Operations \$5,000,000.

Additional Exhibits.

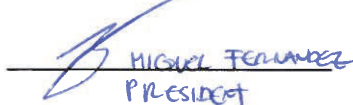
Section 34 is added as follows:

The Parties agree to incorporate by reference herein the College's Federally Funded Projects Addendum as Exhibit "D", the Non-Disclosure Agreement as Exhibit "B", and the Information Security Affidavit as Exhibit "E".

BC APPROVED

By:  Date: 12/10/2021
DocuSigned by:
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VENDOR APPROVED

By:  Date: 08/02/2021
MIGUEL FERNANDEZ
PRESIDENT

**CONTRACT FOR SERVICES EXHIBIT D
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.

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

**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: 4 Best Business Corp

Address, City, State, and Zip Code: 3600 Red Road, Suite 306, Miramar, Florida, 33025

Phone Number: 954-212-1442

Printed Name and Title of Authorized Representative: Miguel Fernandez / President

Email Address: mfernandez@4bbcorp.com

Signature of Authorized Representative: _____

Date: 09/02/2021

Exhibit E Broward College Information Security Affidavit

I, Miguel Fernandez [Name], the designated signing manager for 4 Best Business Corp [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

MF
Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

MF
Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

MF
Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

MF
Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

X 

Title President

Date 09/02/2021



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of the execution date 2021 between the District Board of Trustees of Broward College, Florida ("College") and Cambay Consulting LLC ("Vendor") (collectively, the "Parties"), will be in effect until December 10, 2024 plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Contract Administrator who ordered the services. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$2,000,000 Policy
must contain contractual liability coverage.

- B. Automobile Liability \$ 1,000,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000

- E. Cyber Liability \$ 1,000,000 if the Vendor will have access to the College networks, systems and student or employee data, or at the discretion of the College's Risk management Office.

- F. Pollution Liability
 - 1. Per Occurrence \$ 0
 - 2. General Aggregate \$ 0
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its the Contract Administrator who ordered the services or that position's designee, and in the case of the other party, permission must be granted by its Contract or Account Manager or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.


33. ADDITIONAL TERMS AND CONDITIONS.


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


College


Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Cambay Consulting LLC</u>	Tax ID No.	<u>46-1124952</u>
Authorized Representative	<u>Sowmya Parvathi Boddeti</u>	Title	<u>Assistant HR</u>
Address	<u>1838 Snake River Road, Suite A, Katy, TX 77449-7754</u>	Telephone	<u>430-240-9800</u>
Signature of Vendor		Date	<u>09/01/2021</u>
Attested By Name (type)	<u>Zafar Shaikh</u>	Title	<u>President</u>



Signature of Attester

Date Signed

09/01/2021

FOR COLLEGE USE ONLY

Contract Originator Name

Title

Signature

Date

AVP/Dean Name

Title

Signature

Date

Campus President/VP Name

Title

Signature

Date


Senior Vice President

John Dunnuck

Title

SVP Finance & Operations

Signature

DocuSigned by:

718ED749A745435...

Date

12/10/2021

IF REQUIRED

College President Name

Signature

Date

Approved as to Form and Legality

Signature

Date

Board Chairperson Name

Signature

Date

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

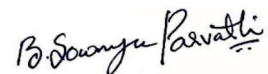
CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Cambay Consulting
Item No.	Broward College Job Title	Billing Rate
Adminstration		
1	Administrative Assistant I	\$ 22.45
2	Administrative Specialist II	\$ 26.50
3	Executive Assistant	\$ 31.47
Finance		
4	Junior Accountant	\$ 34.75
5	Payroll Specialist	\$ 30.42
6	Payroll Manager	\$ 46.62
7	Accountant	\$ 39.51
8	Senior Accountant	\$ 51.75
9	Grantwriter	\$ 28.07
10	Grant Accountants	\$ 36.88
Procurement		
11	Procurement Officer	\$ 35.19
Information Technology		
12	Programmer/Analyst (Entry Level)	\$ 54.50
13	Programmer/Analyst I	\$ 61.87
14	Programmer/Analyst II	\$ 72.63
15	Programmer/Analyst III	\$ 84.29
16	Specialist II	\$ 64.70
17	Specialist III	\$ 77.41
18	Database Administrator	\$ 67.57
19	SQL Database Administrator	\$ 65.77
20	Business Analyst I	\$ 46.57
21	Business Analyst II	\$ 58.46
22	Business Analyst III	\$ 71.29
23	Systems Engineer	\$ 61.85
24	Sr. Systems Engineer	\$ 72.41
25	Budget Analyst	\$ 48.35
26	Tele-Communications	\$ 63.79
27	Technician I	\$ 24.91

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Cambay Consulting
Item No.	Broward College Job Title	Billing Rate
28	Technician II	\$ 28.57
29	Digital Media Developer	\$ 73.68
30	Interactive Web-Based Training Developer	\$ 72.47
31	Interactive Web-Based Trainer	\$ 74.58
32	Online Course Developer	\$ 75.57
33	Training Program Developer	\$ 77.60
34	Training Program Deliverer	\$ 89.55
35	Web Applications Developer	\$ 74.88
36	Web Designer	\$ 69.49
37	Project Manager (Entry Level)	\$ 63.58
38	Project Manager I	\$ 76.64
39	Project Manager II	\$ 84.56
40	Project Manager III	\$ 94.77
41	Program Manager	\$ 90.61
42	Technical Consultant I	\$ 53.92
43	Technical Consultant II	\$ 65.54
44	Technical Consultant III	\$ 78.37
45	Network Architect	\$ 89.45
46	Security Engineer	\$ 80.50
47	Network Engineer	\$ 74.68
48	Senior Network Engineer	\$ 84.69
49	Quality Assurance Analyst	\$ 64.81
50	Business Intelligence Developer	\$ 74.78
51	Technical Trainer	\$ 86.67
52	Solutions Architect	\$ 91.78

Signature of Authorized Representative:

Date:



9/1/2021

BROWARD COLLEGE NON-DISCLOSURE AGREEMENT | EXHIBIT B

This Agreement is by and between Cambay Consulting LLC (Vendor), a corporation with offices at 1838 Snake River Road, Suite A, Katy, TX 77449-7754, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.


10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

Cambay Consulting LLC

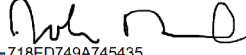
By: 

Printed Name: Sowmya Parvathi Boddeti

Title: Assistant HR

Date: 09/01/2021

The District Board of Trustees of Broward College:

By:  DocuSigned by:
718ED749A745435...

Printed Name: John Dunnuck

Title: SVP Finance & Operations

Date: 12/10/2021



EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions, and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Revise the following insurance amounts in section **22 "Insurance"**:

Products-Completed Operations \$5,000,000.

Additional Exhibits.


Section 34 is added as follows:

The Parties agree to incorporate by reference herein the College's Federally Funded Projects Addendum as Exhibit "D", the Non-Disclosure Agreement as Exhibit "B", and the Information Security Affidavit as Exhibit "E".

BC APPROVED

By:  Date: 12/10/2021
DocuSigned by:
718ED749A745435...

VENDOR APPROVED

By:  Date: 09/01/2021

CONTRACT FOR SERVICES EXHIBIT D
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.

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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: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit E Broward College Information Security Affidavit

I, Sowmya Parvathi Boddeti [Name], the designated signing manager for Cambay Consulting LLC [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

B. Sowmya Parvathi
Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

B. Sowmya Parvathi
Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

B. Sowmya Parvathi
Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

B. Sowmya Parvathi
Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

X B. Sowmya Parvathi

Title Assistant HR Date 09/01/2021



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of the execution date 2021 between the District Board of Trustees of Broward College, Florida ("College") [Click or tap here to enter text.](#) and CONSULTIS OF BOCARATON, INC. ("Vendor") (collectively, the "Parties"), will be in effect until December 10, 2024 plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Contract Administrator who ordered the services. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.
- B. Automobile Liability \$ 1,000,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000
- E. Cyber Liability \$ 1,000,000 if the Vendor will have access to the College networks, systems and student or employee data, or at the discretion of the College's Risk management Office.
- F. Pollution Liability
 - 1. Per Occurrence \$ 0
 - 2. General Aggregate \$ 0
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its the Contract Administrator who ordered the services or that position's designee, and in the case of the other party, permission must be granted by its Managing Partner or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

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

30
College

[Signature]
Vendor

FOR VENDOR USE ONLY

Vendor Name (type) Consultis of Boca Raton, Inc. Tax ID No. 65-0139720
 Authorized Representative Jamie Delsing Title Managing Partner
 Address 4401 N. Federal Highway Telephone (561) 750-8745
Boca Raton, FL 33434
 Signature of Vendor [Signature] Date 8-30-2021
 Attested By Name (type) Bob Hageman Title CEO

Signature of Attester Bob Hagman Date Signed August 31, 2021

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

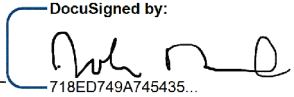
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title SVP Finance & Operations

Signature  Date 12/10/2021

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Consultis
Item No.	Broward College Job Title	Billing Rate
Administration		
1	Administrative Assistant I	\$ 31.00
2	Administrative Specialist II	\$ 37.00
3	Executive Assistant	\$ 38.00
Finance		
4	Junior Accountant	\$ 48.00
5	Payroll Specialist	\$ 43.00
6	Payroll Manager	\$ 72.00
7	Accountant	\$ 60.00
8	Senior Accountant	\$ 69.50
9	Grantwriter	\$ 62.00
10	Grant Accountants	\$ 71.00
Procurement		
11	Procurement Officer	\$ 66.65
Information Technology		
12	Programmer/Analyst (Entry Level)	\$ 55.50
13	Programmer/Analyst I	\$ 61.50
14	Programmer/Analyst II	\$ 75.55
15	Programmer/Analyst III	\$ 91.50
16	Specialist II	\$ 50.75
17	Specialist III	\$ 55.75
18	Database Administrator	\$ 70.25
19	SQL Database Administrator	\$ 89.50
20	Business Analyst I	\$ 59.75
21	Business Analyst II	\$ 69.75
22	Business Analyst III	\$ 85.45
23	Systems Engineer	\$ 60.70
24	Sr. Systems Engineer	\$ 80.45
25	Budget Analyst	\$ 49.00
26	Tele-Communications	\$ 71.55
27	Technician I	\$ 41.80
28	Technician II	\$ 53.25
29	Digital Media Developer	\$ 58.75
30	Interactive Web-Based Training Developer	\$ 72.00
31	Interactive Web-Based Trainer	\$ 60.70
32	Online Course Developer	\$ 60.75
33	Training Program Developer	\$ 71.65
34	Training Program Deliverer	\$ 66.50
35	Web Applications Developer	\$ 91.50
36	Web Designer	\$ 60.00
37	Project Manager (Entry Level)	\$ 53.75
38	Project Manager I	\$ 60.75
39	Project Manager II	\$ 68.76
40	Project Manager III	\$ 85.60
41	Program Manager	\$ 98.25
42	Technical Consultant I	\$ 58.23
43	Technical Consultant II	\$ 66.28
44	Technical Consultant III	\$ 79.50
45	Network Architect	\$ 108.25
46	Security Engineer	\$ 89.50
47	Network Engineer	\$ 78.50
48	Senior Network Engineer	\$ 88.50
49	Quality Assurance Analyst	\$ 70.00
50	Business Intelligence Developer	\$ 88.50
51	Technical Trainer	\$ 65.50
52	Solutions Architect	\$ 112.25

BROWARD COLLEGE
NON-DISCLOSURE AGREEMENT | EXHIBIT B

This Agreement is by and between Consults of Boca Raton, Inc. (Vendor), a corporation with offices at 4401 N. Federal Highway, Boca Raton, FL 33431 and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

- (d) remain the property of the disclosing ~~Party, and Party and~~ be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.
5. The obligations of Paragraph 4 shall not apply however to any information which:
- (a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;
 - (b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;
 - (c) is received independently from a third party free from any obligation to keep said information confidential;
 - (d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or
 - (e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.
6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.
7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.
8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.
9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.
10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.
11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The District Board of Trustees of Broward College:

Consultis of Boca Raton, Inc.

By: Jamie Delsing

Printed Name: Jamie Delsing

Title: Managing Partner

Date: 8-30th - 2021

DocuSigned by:

John Dunnuck
718ED749A745435...

By: _____

Printed Name: John Dunnuck

Title: SVP Finance & Operations

Date: 12/10/2021



EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions, and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Revise the following insurance amounts in section **22 "Insurance"**:

Products-Completed Operations \$5,000,000.

Additional Exhibits.


Section 34 is added as follows:

The Parties agree to incorporate by reference herein the College's Federally Funded Projects Addendum as Exhibit "D", the Non-Disclosure Agreement as Exhibit "B", and the Information Security Affidavit as Exhibit "E".

BC APPROVED

By:  Date: 12/10/2021
DocuSigned by:
718ED749A745435...

VENDOR APPROVED

By:  Date: 8-30-2021

**CONTRACT FOR SERVICES EXHIBIT D
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.

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

**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: Consultis of Boca Raton, Inc.

Address, City, State, and Zip Code: 4401 N. Federal Highway Boca Raton, FL 33431

Phone Number: 561-750-8745

Printed Name and Title of Authorized Representative: Jamie Delsing, Managing Partner

Email Address: jamied@consultis.com

Signature of Authorized Representative: 

Date: August 30, 2021

Exhibit E Broward College Information Security Affidavit

I, JAMIE DELSING [Name], the designated signing manager for CONSULTS OF BROWARD COLLEGE [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

JAD
Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

JAD
Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

JAD
Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

JAD
Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

x *Jamie Delsing*
Title Managing Partner Date 8-30-2021



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of the execution date 2021 between the District Board of Trustees of Broward College, Florida ("College") [Click or tap here to enter text.](#) and DataSoft Technologies Inc. ("Vendor") (collectively, the "Parties"), will be in effect until December 10, 2024 plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Contract Administrator who ordered the services. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK



BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.



15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.


The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.



21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

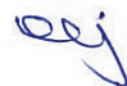
- B. Automobile Liability \$ 1,000,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000

- E. Cyber Liability \$ 1,000,000 if the Vendor will have access to the College networks, systems and student or employee data, or at the discretion of the College's Risk management Office.

- F. Pollution Liability
 - 1. Per Occurrence \$ 0
 - 2. General Aggregate \$ 0



Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne

equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its the Contract Administrator who ordered the services or that position's designee, and in the case of the other party, permission must be granted by its President or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

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

JD College Deej Vendor

FOR VENDOR USE ONLY

Vendor Name (type) Data Soft Technologies Tax ID No. 58-2142302
Authorized Representative 314 Parkway Comm Title President
Address Greer, SC-29650 Telephone 864-278-0608

Signature of Vendor [Signature] Date 8/30/2021
Attested By Name (type) Cardia Allison Title HR Administrator
Signature of Attester [Signature] Date Signed 8.30.2021

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title SVP Finance & Operations

Signature [Signature] Date 12/10/2021
DocuSigned by:
718ED749A745435...

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved us to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

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RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		DataSoft Technologies
Item No.	Broward College Job Title	Billing Rate
Adminstration		
1	Administrative Assistant I	\$ 23.76
2	Administrative Specialist II	\$ 29.04
3	Executive Assistant	\$ 36.30
Finance		
4	Junior Accountant	\$ 33.25
5	Payroll Specialist	\$ 33.25
6	Payroll Manager	\$ 39.45
7	Accountant	\$ 43.23
8	Senior Accountant	\$ 49.88
9	Grantwriter	\$ 45.50
10	Grant Accountants	\$ 45.85
Procurement		
11	Procurement Officer	\$ 55.44
Information Technology		
12	Programmer/Analyst (Entry Level)	\$ 39.90
13	Programmer/Analyst I	\$ 49.88
14	Programmer/Analyst II	\$ 59.85
15	Programmer/Analyst III	\$ 73.15
16	Specialist II	\$ 58.95
17	Specialist III	\$ 64.19
18	Database Administrator	\$ 89.87
19	SQL Database Administrator	\$ 63.36
20	Business Analyst I	\$ 42.56
21	Business Analyst II	\$ 47.88
22	Business Analyst III	\$ 53.20
23	Systems Engineer	\$ 59.40
24	Sr. Systems Engineer	\$ 72.60
25	Budget Analyst	\$ 52.00

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		DataSoft Technologies
Item No.	Broward College Job Title	Billing Rate
26	Tele-Communications	\$ 52.80
27	Technician I	\$ 30.25
28	Technician II	\$ 35.75
29	Digital Media Developer	\$ 53.00
30	Interactive Web-Based Training Developer	\$ 52.40
31	Interactive Web-Based Trainer	\$ 52.40
32	Online Course Developer	\$ 47.52
33	Training Program Developer	\$ 53.00
34	Training Program Deliverer	\$ 53.00
35	Web Applications Developer	\$ 72.33
36	Web Designer	\$ 60.49
37	Project Manager (Entry Level)	\$ 43.40
38	Project Manager I	\$ 49.50
39	Project Manager II	\$ 53.00
40	Project Manager III	\$ 59.50
41	Program Manager	\$ 69.00
42	Technical Consultant I	\$ 49.31
43	Technical Consultant II	\$ 56.55
44	Technical Consultant III	\$ 66.00
45	Network Architect	\$ 69.00
46	Security Engineer	\$ 79.00
47	Network Engineer	\$ 63.50
48	Senior Network Engineer	\$ 73.00
49	Quality Assurance Analyst	\$ 49.31
50	Business Intelligence Developer	\$ 73.00
51	Technical Trainer	\$ 59.50
52	Solutions Architect	\$ 85.47

BROWARD COLLEGE NON-DISCLOSURE AGREEMENT | EXHIBIT B

This Agreement is by and between DataSoft Technologies Inc. (Vendor), a corporation with offices at 34 Parkway Commons Way, Greer, SC 29650, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and knowhow information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and



(d) remain the property of the disclosing ~~Party, and~~ Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

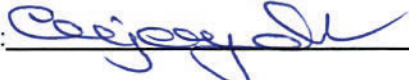


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The District Board of Trustees of Broward College:

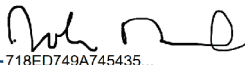
DataSoft Technologies Inc.

By: 

Printed Name: Jayadev Manyapu

Title: President

Date: August 30, 2021

By: 

Printed Name: John Dunnuck

Title: SVP Finance & Operations

Date: 12/10/2021



EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions, and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Revise the following insurance amounts in section **22 "Insurance"**:

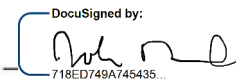
Products-Completed Operations \$5,000,000.

Additional Exhibits.

Section 34 is added as follows:

The Parties agree to incorporate by reference herein the College's Federally Funded Projects Addendum as Exhibit "D", the Non-Disclosure Agreement as Exhibit "B", and the Information Security Affidavit as Exhibit "E".

BC APPROVED

By: 
DocuSigned by:
718ED749A745435...

Date: 12/10/2021

VENDOR APPROVED

By: 

Date: August 30, 2021

**CONTRACT FOR SERVICES EXHIBIT D
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.

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

**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: DataSoft Technologies Inc.

Address, City, State, and Zip Code: 34 Parkway Commons Way, Greer, SC 29650

Phone Number: 864-278-0608/ 678-595-3139 (cell)

Printed Name and Title of Authorized Representative: Jayadev Manyapu, President

Email Address: jmanyapu@datasoft-tech.com

Signature of Authorized Representative: 

Date: August 30, 2021

Exhibit E Broward College Information Security Affidavit

I, Jayadev Manyapu [Name], the designated signing manager for DATASOFT TECHNOLOGIES, Inc. [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

JM
Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

JM
Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

JM
Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

Title President

Date August 30, 2021

BROWARDSM COLLEGE

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of the execution date 2021 between the District Board of Trustees of Broward College, Florida ("College") [Click or tap here to enter text.](#) and Steven Douglas Associates, LLC. ("Vendor") (collectively, the "Parties"), will be in effect until December 10, 2024 plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Contract Administrator who ordered the services. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ 1,000,000
3. General Aggregate \$ 5,000,000
4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 1,000,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ 2,000,000

E. Cyber Liability \$ 1,000,000 if the Vendor will have access to the College networks, systems and student or employee data, or at the discretion of the College's Risk management Office.

F. Pollution Liability

1. Per Occurrence \$ 0
2. General Aggregate \$ 0

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its the Contract Administrator who ordered the services or that position's designee, and in the case of the other party, permission must be granted by its Accident Manager or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.



The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

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

 College  Vendor

FOR VENDOR USE ONLY

Vendor Name (type) Steven Douglas Associates, LLC Tax ID No. 82-3141626
Authorized Representative  Title Director - IT Consulting
Address 1301 International Pkwy, Suite 510 Ft. Lauderdale, FL 33323 Telephone 954-385-8595
Signature of Vendor  Date 8/26/21
Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

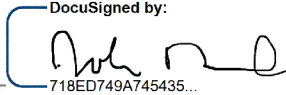
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck _____ Title SVP Finance & Operations _____

Signature  Date 12/10/2021 _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Steven Douglas
Item No.	Broward College Job Title	Billing Rate
Adminstration		
1	Administrative Assistant I	\$ 30.00
2	Administrative Specialist II	\$ 40.00
3	Executive Assistant	\$ 65.00
Finance		
4	Junior Accountant	\$ 83.00
5	Payroll Specialist	\$ 84.00
6	Payroll Manager	\$ 98.50
7	Accountant	\$ 100.00
8	Senior Accountant	\$ 105.00
9	Grantwriter	
10	Grant Accountants	\$ 108.00
Procurement		
11	Procurement Officer	\$ 90.00
Information Technology		
12	Programmer/Analyst (Entry Level)	\$ 63.00
13	Programmer/Analyst I	\$ 73.00
14	Programmer/Analyst II	\$ 93.00
15	Programmer/Analyst III	\$ 106.00
16	Specialist II	\$ 83.00
17	Specialist III	\$ 103.00
18	Database Administrator	\$ 85.00
19	SQL Database Administrator	\$ 97.00
20	Business Analyst I	\$ 65.00
21	Business Analyst II	\$ 85.00
22	Business Analyst III	\$ 95.00
23	Systems Engineer	\$ 85.00
24	Sr. Systems Engineer	\$ 98.00
25	Budget Analyst	\$ 75.00
26	Tele-Communications	\$ 75.00
27	Technician I	\$ 45.00

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Steven Douglas
Item No.	Broward College Job Title	Billing Rate
28	Technician II	\$ 55.00
29	Digital Media Developer	\$ 77.00
30	Interactive Web-Based Training Developer	\$ 85.00
31	Interactive Web-Based Trainer	\$ 80.00
32	Online Course Developer	\$ 72.50
33	Training Program Developer	\$ 80.00
34	Training Program Deliverer	\$ 73.00
35	Web Applications Developer	\$ 97.00
36	Web Designer	\$ 75.00
37	Project Manager (Entry Level)	\$ 55.00
38	Project Manager I	\$ 70.00
39	Project Manager II	\$ 90.00
40	Project Manager III	\$ 100.00
41	Program Manager	\$ 110.00
42	Technical Consultant I	\$ 75.00
43	Technical Consultant II	\$ 88.50
44	Technical Consultant III	\$ 98.00
45	Network Architect	\$ 98.00
46	Security Engineer	\$ 93.00
47	Network Engineer	\$ 85.00
48	Senior Network Engineer	\$ 93.00
49	Quality Assurance Analyst	\$ 85.00
50	Business Intelligence Developer	\$ 93.00
51	Technical Trainer	\$ 80.00
52	Solutions Architect	\$ 125.00



BROWARD COLLEGE
NON-DISCLOSURE AGREEMENT | **EXHIBIT B**

This Agreement is by and between Steven Douglas Associates, LLC, (Vendor), a corporation with offices at 1301 International Parkway, Suite 510, Ft. Lauderdale, FL 33323 and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.
2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,
4. Any Confidential Information received by any Party under this Agreement shall:
 - (a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;
 - (b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;
 - (c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and Party and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The District Board of Trustees of Broward College:

Steven Douglas Associates, LLC.

By: JSC

Printed Name: Jennifer Cobauz

Title: Director - IT Consulting

Date: 8/30/21

By: [Signature]
DocuSigned by:
718ED749A745435...
John Dunnuck

Printed Name: _____

Title: SVP Finance & Operations

Date: 12/10/2021

BROWARDSM COLLEGE

EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions, and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Revise the following insurance amounts in section 22 "Insurance":

Products-Completed Operations \$5,000,000.

Additional Exhibits.

Section 34 is added as follows:

The Parties agree to incorporate by reference herein the College's Federally Funded Projects Addendum as Exhibit "D", the Non-Disclosure Agreement as Exhibit "B", and the Information Security Affidavit as Exhibit "E".

BC APPROVED

By:  Date: 12/10/2021

VENDOR APPROVED

By:  Date: 8/27/21

**CONTRACT FOR SERVICES EXHIBIT D
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.

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

**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: Steven Douglas Associates, LLC. d/b/a StevenDouglas

Address, City, State, and Zip Code: 1301 International Parkway, Suite 510, Ft. Lauderdale, FL 33323

Phone Number: 954-385-8595

Printed Name and Title of Authorized Representative: Jennifer Cobaugh

Email Address: jcobaugh@stevendouglas.com

Signature of Authorized Representative: 

Date: 8/26/2021

Exhibit E Broward College Information Security Affidavit

I, Jennifer Cobough [Name], the designated signing manager for Steven Douglas Assoc. [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident. LCC

Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

JC
Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

JC
Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

JC
Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

Title Director - Technology Consulting Date 5/12/21



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of the execution date 2021 between the District Board of Trustees of Broward College, Florida ("College") [Click or tap here to enter text.](#) and Tech Army, LLC ("Vendor") (collectively, the "Parties"), will be in effect until December 10, 2024 plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Contract Administrator who ordered the services. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$2,000,000Policy must contain contractual liability coverage.
- B. Automobile Liability \$ 1,000,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000
- E. Cyber Liability \$ 1,000,000 if the Vendor will have access to the College networks, systems and student or employee data, or at the discretion of the College's Risk management Office.
- F. Pollution Liability
 - 1. Per Occurrence \$ 0
 - 2. General Aggregate \$ 0Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its the Contract Administrator who ordered the services or that position's designee, and in the case of the other party, permission must be granted by its CEO or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.


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

JD College [Signature] Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Tech Army, LLC</u>	Tax ID No.	<u>81-3943473</u>
Authorized Representative	<u>Alejandro Maturell</u>	Title	<u>GM, Business Development</u>
Address	<u>7777 Davie Rd. Ext. Suite 303 B Hollywood, FL 33024</u>	Telephone	<u>954-372-2698</u>
Signature of Vendor	<u>[Signature]</u>	Date	<u>8/30/2021</u>
Attested By Name (type)	<u>JAY NARANG</u>	Title	<u>CEO</u>

Signature of Attester



Date Signed 08/30/2021

FOR COLLEGE USE ONLY

Contract Originator Name _____

Title _____

Signature _____

Date _____

AVP/Dean Name _____

Title _____

Signature _____

Date _____

Campus President/VP Name _____

Title _____

Signature _____

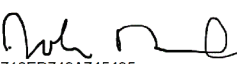
John Dunnuck

Date _____

Senior Vice President _____

Title SVP Finance & Operations

Signature _____

DocuSigned by:

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Date 12/10/2021

IF REQUIRED

College President Name _____

Signature _____

Date _____

Approved as to Form and Legality

Signature _____

Date _____

Board Chairperson Name _____

Signature _____

Date _____

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Tech Army
Item No.	Broward College Job Title	Billing Rate
Adminstration		
1	Administrative Assistant I	\$ 27.00
2	Administrative Specialist II	\$ 36.00
3	Executive Assistant	\$ 42.00
Finance		
4	Junior Accountant	\$ 33.60
5	Payroll Specialist	\$ 34.10
6	Payroll Manager	\$ 50.00
7	Accountant	\$ 42.00
8	Senior Accountant	\$ 50.00
9	Grantwriter	\$ 63.00
10	Grant Accountants	\$ 49.00
Procurement		
11	Procurement Officer	\$ 49.00
Information Technology		
12	Programmer/Analyst (Entry Level)	\$ 45.00
13	Programmer/Analyst I	\$ 52.50
14	Programmer/Analyst II	\$ 67.50
15	Programmer/Analyst III	\$ 75.00
16	Specialist II	\$ 55.10
17	Specialist III	\$ 65.26
18	Database Administrator	\$ 77.23
19	SQL Database Administrator	\$ 75.00
20	Business Analyst I	\$ 60.00
21	Business Analyst II	\$ 72.00
22	Business Analyst III	\$ 82.50
23	Systems Engineer	\$ 82.50
24	Sr. Systems Engineer	\$ 87.00
25	Budget Analyst	\$ 52.50
26	Tele-Communications	\$ 31.90
27	Technician I	\$ 26.23

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING		Tech Army
Item No.	Broward College Job Title	Billing Rate
28	Technician II	\$ 31.12
29	Digital Media Developer	\$ 46.42
30	Interactive Web-Based Training Developer	\$ 46.40
31	Interactive Web-Based Trainer	\$ 49.30
32	Online Course Developer	\$ 55.05
33	Training Program Developer	\$ 65.26
34	Training Program Deliverer	\$ 46.40
35	Web Applications Developer	\$ 55.10
36	Web Designer	\$ 65.27
37	Project Manager (Entry Level)	\$ 50.78
38	Project Manager I	\$ 58.01
39	Project Manager II	\$ 79.50
40	Project Manager III	\$ 82.50
41	Program Manager	\$ 87.00
42	Technical Consultant I	\$ 65.26
43	Technical Consultant II	\$ 69.62
44	Technical Consultant III	\$ 79.75
45	Network Architect	\$ 87.00
46	Security Engineer	\$ 72.56
47	Network Engineer	\$ 75.00
48	Senior Network Engineer	\$ 82.50
49	Quality Assurance Analyst	\$ 66.65
50	Business Intelligence Developer	\$ 92.50
51	Technical Trainer	\$ 63.00
52	Solutions Architect	\$ 98.00

Alejandro Maturell
Alejandro Maturell
General of Business Development
Tech Army, LLC

BROWARD COLLEGE NON-DISCLOSURE AGREEMENT | EXHIBIT B

This Agreement is by and between Tech Army, LLC (Vendor), a corporation with offices at 7777, Davie Road Ext, Suite 303B, Hollywood, FL 33024, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.
2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,
4. Any Confidential Information received by any Party under this Agreement shall:
 - (a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;
 - (b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;
 - (c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The District Board of Trustees of Broward College:

Tech Army, LLC

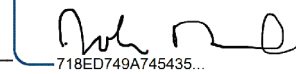
By: Alejandro Maturell

Printed Name: Alejandro Maturell

Title: General of Business development

Date: 8/26/2021

DocuSigned by:


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By: _____

Printed Name: John Dunnuck

Title: SVP Finance & operations

Date: 12/10/2021



EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions, and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Revise the following insurance amounts in section **22 "Insurance"**:

Products-Completed Operations \$5,000,000.

Additional Exhibits.

Section 34 is added as follows:

The Parties agree to incorporate by reference herein the College's Federally Funded Projects Addendum as Exhibit "D", the Non-Disclosure Agreement as Exhibit "B", and the Information Security Affidavit as Exhibit "E".

BC APPROVED

By:  Date: 12/10/2021

VENDOR APPROVED

By: Alejandro Maturell Date: 08/26/2021

**CONTRACT FOR SERVICES EXHIBIT D
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.

RFP-2021-065-OA - TEMPORARY STAFFING SERVICES

**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: Tech Army,, LLC

Address, City, State, and Zip Code: 7777, Davie road ext, Suite 303B, Hollywood, FL 33024

Phone Number: 954-372-2698

Printed Name and Title of Authorized Representative: Alejandro Maturell

Email Address: sales@techarmy.com

Signature of Authorized Representative: *Alejandro Maturell*

Date: 08/26/2021

Exhibit E Broward College Information Security Affidavit

I, Alejandro Maturell [Name], the designated signing manager for Tech Army, LLC [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

AM
Initials

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

AM
Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

AM
Initials

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

AM
Initials

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

x Alejandro Maturell

Title General of Business Development Date 08/26/2021

BROWARDSM COLLEGE

REQUEST FOR PROPOSALS RFP-2021-065-OA

TEMPORARY STAFFING SERVICES

Release Date: April 20, 2021


Proposals Due Date: 2:30 p.m. ET on May 26, 2021

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

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PROPOSAL ORGANIZATION FORMAT AND SUBMITTAL CHECKLIST

	TAB #	SECTION
4.1	GENERAL INFORMATION	
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	2	LETTER OF TRANSMITTAL
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	14	LETTER OF INTEREST
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	16	ACCOUNT MANAGEMENT AND STAFFING
	17	REFERENCES – ATTACHMENT K (TO BE INSERTED BY THE COLLEGE)
4.4	SCOPE OF SERVICES	
	18	SCOPE OF SERVICES
	19	QUALITY ASSURANCE
4.5	COST PROPOSAL	
	20	COST PROPOSAL FORM – ATTACHMENT C
4.6	FINANCIAL CAPACITY	
	21	FINANCIAL CAPACITY
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	23	DRUG-FREE WORKPLACE CERTIFICATION – ATTACHMENT E
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	25	NON-DISCLOSURE AGREEMENT – ATTACHMENT G
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	27	NON-COLLUSION AFFIDAVIT – ATTACHMENT I
	28	FEDERALLY FUNDED PROJECTS ADDENDUM (PUR-10)

SECTION 1 - REQUIRED RESPONSE FORM

RFP #: RFP-2021-065-OA	RFP TITLE: TEMPORARY STAFFING SERVICES			RELEASE DATE: TUE 04/20/2021
DUE DATE: WED 05/26/2021	TIME DUE - AT OR BEFORE: 2:30 p.m. ET	NUMBER OF PROPOSAL COPIES REQUIRED: →	ORIGINALS: One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com . Complete Electronic Copy of Proposal must be in a single Adobe PDF File.

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

PROPOSER'S INFORMATION

Proposer's Name: _____

Street Address: _____

City and State: _____

Proposer Telephone: _____ Proposer Fax: _____

Proposer Toll Free: _____

Contact Person: _____

Contact Person's Address: _____

Contact Telephone: _____ Contact Fax: _____ Contact Toll Free: _____

Internet E-mail Address: _____ Internet URL: _____

Proposer Taxpayer Identification Number: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

Website: _____ Newspaper: _____ Other: _____

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal and I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposal (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the RFP, and any released Addenda and understand that the following are requirements of this RFP and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten in its original form, no changes are allowed to this form. This original Required Response Form must be fully executed and submitted with this RFP Submission.

SECTION 2 – INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

2.1 INTRODUCTION. Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community boasts more than 67,000 students and over 5,000 full-time and part-time faculty and staff, who represent more than 150 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides more than 140 programs in eight career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

As the College forges forward, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), Broward College has been named as one of the 10 finalists for the 2021 Aspen Prize for Community College Excellence. The Aspen Award is the nation’s signature recognition of high achievement and performance in America's community colleges. This is the fourth time that the College has been selected for this national recognition among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

Awarded every two years since 2011, the Aspen Prize recognizes institutions that achieve strong student outcomes across four key areas:

- Teaching and learning
- Degree completion and successful transfer to four-year institutions
- Success in the workforce
- Equitable outcomes for diverse student groups

For more information, visit www.aspeninstitute.org.

2.2 VALUE ADDED COLLEGE PARTNERSHIPS. Broward College advances student success and enriches the community it represents through many initiatives. Utilizing the private sector and innovation, the ultimate public private partnerships will aid the College in achieving its goals.

- Promoting student faculty and staff engagement
- Creating a welcoming front door experience on our campuses
- Addressing, solving inequity, and helping students overcome barriers

The areas of focus for the current fiscal year include:

- Improving the student to advisor ratio,
- Embedding tutoring in courses with high failure rates,
- Establishing on-campus pantries to serve students facing food insecurity, and
- Engaging communities through Broward Up, the **UP stands for Unlimited Potential**, which addresses how the College can engage communities that need us most and ensure residents know a post-secondary education is attainable, available to everyone.

2.3 PURPOSE AND OBJECTIVE. The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from qualified providers for Temporary Staffing Services at multiple locations collegewide, as described herein. The successful proposers must deliver qualified professional and cost-effective temporary staffing that offer productivity, efficiency, and value to Broward College. Flexible staffing solutions to include, but not limited to, Administration, Finance, Accounting, Management, Procurement, Information Technology, Industrial, and Skilled Trades. The objective is to award a contract to multiple best-value vendors that meet the criteria as listed in this Request for Proposals (RFP):

- Provide a reliable and easily accessible temporary staffing solution.
- Ensure that staffing resources are available collegewide.
- Provide qualified personnel based on job description.
- Provide assistance to the College to resolve employment issues or replace personnel.
- Process College requests timely and in accordance with the Scope of Services.
- Timely and accurately provide invoices and receipts.

The College currently has a contract titled Temporary Staff Augmentation (RFP-2014-290-DD) with multiple vendors for the delivery of temporary staffing services until December 8, 2021.

2.4 SCOPE OF SERVICES. The College is seeking qualified, experienced, and licensed temporary staffing services companies that provide services as per the terms, conditions, and specifications of this solicitation. A detailed SCOPE OF SERVICES is outlined in ATTACHMENT A.

2.5 RFP CONTACT AND SUBMITTAL OF QUESTIONS.

Contact:	Orlando Aponte	Email:	oaponte@broward.edu
Telephone:	954-201-7897	Fax:	954-201-7330

Any questions concerning any condition or requirement of this RFP must be received via email to oaponte@broward.edu, with subject line to read **QUESTIONS-RFP-2021-065-OA** on or before the deadline date and time specified in SECTION 2.7 - TIMELINE. Any question(s) which require a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all plan holders who downloaded the solicitation on DemandStar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

2.6 CONTACT AFTER RELEASE (CONE OF SILENCE). Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member, or any other College employee after the release of the RFP and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

2.7 TIMELINE. The following are important pre-scheduled dates regarding the RFP, though all dates are subject to change, if required.

DATE/TIME	EVENT
April 20, 2021	Release of RFP
April 28, 2021 10:00 a.m. ET	Virtual Proposer's Conference as specified in SECTION 2.9
April 30, 2021 4:00 p.m. ET	Written Questions Due in Procurement Services Department as specified in SECTION 2.5
May 26, 2021 2:30 p.m. ET	Proposals due on or before 2:30 p.m. ET Proposals due as specified in SECTIONS 1 and 2.8
TBD	PHASE I: Evaluation Committee Shortlist Meeting

TBD	PHASE II: Evaluation Committee Meeting(s) for Interviews/Presentations (if necessary)
TBD	PHASE III: Contract Negotiations Meetings (if necessary)
TBD	Anticipated Date to Post Award Recommendation

Any change to the above calendar dates will be posted on the Broward College Procurement Services website: <https://www.broward.edu/about/community/vendor/index.html>. Following submittal of proposals, date changes will be communicated to participating Proposers.

2.8 SUBMITTAL REQUIREMENTS. The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com.

- Digital copies must not be larger than 150 MB for each document size and not the collection of them.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at support@demandstar.com or call (206) 940-0305

Proposers are requested to organize their proposals in accordance with SECTION 4 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in SECTION 4.

Proposals must be submitted as established in SECTION 2.7 - TIMELINE. Submittals received after this date and time will not be considered.

When submitting your proposal electronically through DemandStar at www.demandstar.com, please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

2.9 VIRTUAL PROPOSER'S CONFERENCE. A Virtual Proposer's Conference will be held as established in SECTION 2.7 – TIMELINE. Representatives from all interested vendors are encouraged to attend. The purpose of the Proposer's Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with SECTION 2.5 – RFP CONTACT AND SUBMITTAL OF QUESTIONS. Any information given, by any party, at the Proposer's Conference is not binding on the College unless it is contained within a subsequently released Addenda.

Only the information provided in the RFP or via Addenda shall be considered by Proposers. In addition, a representative from the College's Supplier Relations and Diversity Office may be present to address issues regarding Supplier Diversity Small Business (SDSB) Program. SDSB approved vendors are invited to attend.

Due to the current circumstances of COVID-19, this meeting will be administered virtually. Microsoft Teams meeting only. For Microsoft Teams meeting information details, please email Orlando Aponte, Procurement Contracting Officer, at oaponte@broward.edu with subject line to read "Access Code – Virtual Proposer's Conference Meeting - RFP-2021-065-OA", by Tuesday, April 27, 2021, before 10:00 a.m. ET.

2.10 RESERVATION OF RIGHTS. The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and obtain Best and Final Offers from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this RFP;
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the Proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract;
- c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses;
- d. Adopt all or any part of the Respondent's proposal;
- e. Negotiate changes in the scope of work or services to be provided;
- f. Award contracts to multiple Respondents;
- g. Withhold the award of Contract;
- h. Select the Respondent it deems to be most qualified to fulfill the needs of the College. The Respondent with the highest-rated financial proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 3 - SPECIAL CONDITIONS

3.1 CONTRACT TERM. The purpose of this RFP is to establish multiple contracts beginning with contract commencement date and continuing for a period of three (3) years, or as agreed to in resulting contract.

3.1.1 Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the awardee(s), upon final College approval, be renewed for three (3) additional one-year periods subject to approval.

The College will, if considering renewal, request a letter of intent to renew from the selected awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College.

The terms, specifications, and conditions of this proposal and the agreement herein when completed and signed constitute the total agreement and no further conditions will be accepted unless in writing in the form of an Amendment to the original agreement and mutually agreed upon, approved, and signed by authorized College representative and the Vendor. Every covenant, term, provision, and agreement contained in this RFP and Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any provisions of this RFP shall be valid or effective unless in writing and signed by the parties hereto; no waiver of any breach or condition of this RFP shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

3.2 AWARD OF CONTRACT. The College will use the evaluation criteria stated in SECTION 5 to establish ranking. The College will recommend award to the top-ranked Proposers with whom a successful contract can be negotiated. Recommended awardee must be approved by the College's Board of Trustees before award is final.

3.3 PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

3.4 CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this contract shall be assigned to the College's Employment Services Department, hereinafter referred to in this proposal as Contract Administrator. The successful vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful vendor agrees that it will assign a replacement immediately.

3.5 TERMINATION / CANCELLATION CLAUSE. The College reserves the right to cancel this contract for non-performance in the event the Vendor does not perform within the terms, conditions, and specifications of the contract and this RFP by reference. Upon notification in writing by the College official responsible for the administration of the contract of the facts concerning non-performance, the Vendor will be notified of the problem and will have 10 days to correct such. If the vendor fails to correct the problem to the satisfaction of the College within the 10-day period, the College reserves the right to serve notice of cancellation to be effective within 30 days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services or re-issue the proposal, whichever is in the College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. The College has

the option to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

3.6 FAMILIARITY WITH LAWS. All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, Code of Federal Regulations (CFR), and all Civil Rights legislation. The contractor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time to time and any successor laws, codes, rules and regulations.

3.7 INSURANCE REQUIREMENTS. Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

- a. Commercial General Liability:

▪ Each Occurrence	\$1,000,000
▪ Personal & Adv Injury	\$1,000,000
▪ General Aggregate	\$5,000,000
▪ Products – Completed Operations	\$5,000,000

Policy must contain contractual liability coverage.
- b. Automobile Liability Insurance
(if commercial autos will be used, including owned, non-owned and hired vehicles)
\$1,000,000.
- c. Professional Liability

▪ Per Occurrence	\$1,000,000
▪ General Aggregate	\$2,000,000
- d. Cyber Liability. If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.
- e. Workers' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>
- f. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.
- g. If any of the required policies provide coverage on a "claims-made" basis, then insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.
- h. The College **shall be named as an additional insured with reference to this RFP** as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RFP-2021-065-OA entitled TEMPORARY STAFFING SERVICES from date of commencement to six (6) months after date of completion."

- i. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- j. All certificates must be addressed and sent to:
The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Fort Lauderdale, FL 33309
- k. All exclusions added by endorsement must be indicated.
- l. Certificate must be signed by an authorized representative.
- m. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- n. All policies must remain in effect during the performance of the contract. The vendor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor allow any subvendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subvendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with SECTION 2.5 – RFP CONTACT AND SUBMITTAL OF QUESTIONS.

3.8 LICENSING. The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to College representative. The Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida and shall provide copies of these licenses to the College upon request. Failure to maintain required licenses and permits shall be cause for termination.

3.9 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES. Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies include, but are not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities. All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

- 3.10 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE).** Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice-President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.11 SELLING, TRANSFERRING OR ASSIGNING CONTRACTS.** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the College. The Vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.12 CONFIDENTIAL INFORMATION.** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the College in connection with all Proposer’s responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07 F.S. Therefore, if the Proposer believes any of the information contained in its response is exempt from The Public Records Law, then the Proposer must in its response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the College will treat all materials received as public records.
- 3.12.1 From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss their proposal, or any part thereof, with any employee or agent of the College, unless allowed by the Procurement Services Department, in writing, for purposes of clarity only.
- 3.12.2 The Proposer is hereby notified that any part of the proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
- 3.13 CONFIDENTIALITY.** Awarded vendor acknowledges that certain information about the College’s personnel is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all “Personal Information”* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider’s own purpose or for the benefit of anyone other than the student, in each case, without student’s prior written consent; and (iii) not directly or indirectly disclose Personal Information to any person other than authorized College employees or as may be requested by government authorities.

At the request of the College, the awarded vendor agrees to provide the College with a written statement of the procedures the awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

*“Personal Information” means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded

vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.14 WARRANTY AND ABILITY TO PERFORM.** The Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.15 SEVERABILITY.** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.15.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3.16 EQUITABLE ADJUSTMENT.** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.17 DEFAULT.** The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of 30 days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.18 PUBLIC ENTITY CRIMES.** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and

activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.

- 3.19 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** This solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this solicitation, the Vendor certifies its compliance with these sections.
- 3.20 **SCOPE CHANGES.** The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.
- 3.21 **STATEMENT PER FLORIDA STATUTE 1010.04.** In accordance with Florida Section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute Section 287.056.
- 3.22 **E-VERIFY SYSTEM.** Proposer shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of one (1) all persons employed by Proposer during the contract term to perform any duties within Florida; and two (2) all persons, including subcontractors, assigned by Proposer to perform work pursuant to this Contract. Proposers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- 3.23 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS.** The following is a listing of the current College locations. The College may, during the term of the contract, add or delete services, wholly or in part, at any College campus or center location.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd
Coconut Creek, FL 33066

Judson A. Samuels South Campus
7200 Hollywood/Pines Blvd
Pembroke Pines, FL 33024

Willis Holcombe Center
111 East Las Olas Blvd, Building 33
Fort Lauderdale, FL 33301

Pines Center / Academic Village
16957 Sheridan Street
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard, Suite #2
Weston, Florida 33331

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Miramar West Center
1930 SW 145 Avenue
Miramar, FL 33027

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33304

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

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SECTION 4 – SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, it is strongly recommended that proposals be organized in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Electronic submittals should be limited to not more than 100 pages. Covers, table of contents, section dividers and/or tabs, secondary dividers, samples, attachments, and supporting documents do not count towards the page limit. Required forms count towards the page limit. Dividers shall divide the sections TAB 1 through TAB 28. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 100 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process.

The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. The College reserves the right to not consider proposals not clearly identified, enumerated, and titled. Submittals received after date and time established herein in SECTION 2.7 – TIMELINE will not be considered.

4.1 GENERAL INFORMATION.

(1) 4.1.1	Title Page and Table of Contents	Include RFP number, date, subject, name of the Proposer, address, and telephone number. Include a clear identification of the material by section and by page number.
(2) 4.1.2	Letter of Transmittal	Include the legal name of the Prime Proposer's company as it is registered with the Florida Department of State Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), email address(es), and telephone number(s).
(3) 4.1.3	Acknowledgement of Released Addenda to RFP	<p>The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective Proposer's responsibility to verify they have received all released addenda and thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with proposal.</p>
(4) 4.1.4	W-9 Form	It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 Form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(5) 4.1.5	Notice Provision	<p>Following contract award, when any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.</p> <p>This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:</p>

To College: Judy Schmelzer, AVP, Business Services & Resource Management
Procurement Services Department – 2nd Floor
6400 NW 6th Way, Fort Lauderdale, FL 33309

With Copy To (College): Office of the General Counsel
111 East Las Olas Boulevard, Room 523
Fort Lauderdale, FL 33301

With Copy To: (College Contract Administrator) Nicki Anderson
District Director, Employment Services
6400 NW 6th Way, Fort Lauderdale, FL 33309

To Proposer: (Proposer to Insert)

With Copy To (Proposer): (Proposer to Insert)

(6) 4.1.6	Vendor Conflict of Interest Form	The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee, or agent of company who is also an employee of College or an immediate family member of an employee of College. Proposer must submit ATTACHMENT J – VENDOR CONFLICT OF INTEREST FORM.
(7) 4.1.7	Litigation History	<p>State whether any team member has been involved in any services related litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five years preceding the submission of this submittal. For each instance include the following information:</p> <ul style="list-style-type: none"> a. the style/caption of the matter b. the case number c. the forum/venue of the action d. a description of the claim, action, or litigation e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the company or any final judgment rendered against the company is satisfied within 90 days of the date that the judgment becomes final. <p>If “NO” litigation or regulatory action has been filed against your company(s), please provide a statement to that effect.</p> <p>For companies with a parent or holding company or related subsidiary, submit requested information for all parties</p> <p>Truthful and complete answers to this question will not disqualify a company from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the company for this project.</p>
(8) 4.1.8	Letter of Insurability	Submit letter of insurability per coverage outlined in SECTION 3.7. Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in proposal submittal. Certificate of Insurance (COI) shall

be provided only by awardee upon request within ten days of notification by the College.

(9) 4.1.9	Innovative Ideas	Please submit any creative/innovative ideas specific to the College which are used in comparable situations not already presented in this proposal.
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4.2 MINIMUM ELIGIBILITY CRITERIA.

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification. Failure to submit the documents requested herein will also result in proposal disqualification.

(10) 4.2.1	Required Response Form	Submit REQUIRED RESPONSE FORM - SECTION 1 with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification.
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(11) 4.2.2	Experience	A minimum of five years proven experience in providing temporary staffing services of similar size and scope.
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(12) 4.2.3	Licenses/Authorization to Provide Services	Proposer must submit all active business licenses, registrations, and certifications as applicable, documenting Proposer is fully licensed to conduct relevant business in the State of Florida. Occupational/business licenses are required as applicable. Proposer must provide certification from the appropriate State offices that the company is authorized to provide the products and services requested in this solicitation.
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(13) 4.2.4	Questionnaire	Proposer must respond to <u>all</u> the questions contained in ATTACHMENT M - QUESTIONNAIRE. Electronic copies should be formatted with no encryption of the document.
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4.3 EXPERIENCE AND QUALIFICATIONS (Maximum 25 Points).

(14) 4.3.1	Letter of Interest	<ol style="list-style-type: none"> a. Submit a brief abstract, of no more than three pages, stating the Proposer's interest in the contract; overview of company qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract. b. The Proposer shall explain in detail why Proposer is interested and why company would be the best choice for the College. c. Letter shall include the year the company was established, summarize the company and their qualifications for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects. d. The company shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Letter of Interest after the signature. e. Brief description of company's present operations. Summary by narrative, or other means showing the Proposer's qualifications and experience.
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(15) 4.3.2	Organizational Profile	<p>Identify the Prime Proposer responsible for all portions of this RFP. Include:</p> <ol style="list-style-type: none"> Current organization's name, addresses, telephone number, and fax number. The date that organization was established. The size of the organization. The number of years established in business, including operation under other company names, providing services same or similar as described herein. Number of years in business. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses, education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.
(16) 4.3.3	Account Management and Staffing	<p>Include organizational chart with local, district, and corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist the College in all activities associated with the service and maintenance of this account.</p> <p>Provide resumes for the proposed account managers and other key management and technical/administrative staff. Resumes should include education, experience, background, specific professional accomplishments, and any special qualifications.</p>
(17) 4.3.4	References	<p>All Proposers providing a response to this Solicitation shall have their clients submit directly to the College via email as indicated below, a completed PERFORMANCE EVALUATION SURVEY FORM (ATTACHMENT K) in PDF format. All forms must be received from your clients directly by the College by the due date as stated in SECTION 1 – REQUIRED RESPONSE FORM by 2:30 p.m. ET or through an addendum and/or change of calendar date in our website.</p> <p>At least three related PERFORMANCE EVALUATION SURVEY FORMS (ATTACHMENT K), <u>preferably higher education clients</u>, are required to be considered for the maximum solicitation points. If the College receives less than three completed forms <u>directly from your client</u>, points will be proportionally reduced.</p> <p>Proposers must have their clients utilize the referenced Attachment for the reference's information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five years prior to the solicitation due date.</p> <p>All references are to be emailed from your clients directly to the College to: Procurement Contracting Officer: Orlando Aponte Email: oaponte@broward.edu</p> <p>ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.</p>

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

4.4 SCOPE OF SERVICES (Maximum 30 Points).

(18) 4.4.1	Scope of Services	Proposer must provide a brief narrative addressing their ability to provide the services listed in ATTACHMENT A – SCOPE OF SERVICES. The College will also consider information provided in the responses to ATTACHMENT M – QUESTIONNAIRE and responses from references when evaluating this section.
(19) 4.4.2	Quality Assurance	Submit a plan to provide quality assurance with the respect to all aspects of the temporary staffing services.

4.5 COST PROPOSAL (Maximum 35 Points).

(20) 4.5.1	Cost Proposal	Proposer must complete ATTACHMENT C – COST PROPOSAL FORM after review of ATTACHMENT B – JOB TITLE DESCRIPTIONS. Include with ATTACHMENT C - COST PROPOSAL FORM any additional/value added services to be proposed in connection with the services defined in ATTACHMENT A – SCOPE OF SERVICES. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.
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4.6 FINANCIAL CAPACITY (Maximum 10 Points).

(21) 4.6.1	Financial Capacity	Respondents shall submit Dun & Bradstreet <u>Number</u> (D-U-N-S). The College will use the total of both the D&B Delinquency Predictor Score (formerly the Commercial Credit Score - CCS) and the D&B Failure Score (formerly the Financial Stress Score - FSS) reports in order to assess financial capacity of Respondent.
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If your company is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.

D&B® Delinquency Predictor Score (DPS)

The D&B® Delinquency Predictor Score pertains to the likelihood that a business could make a late payment, go bankrupt, or have future payment failures.

Delinquency Score/Percentile	Delinquency Class	Evaluation Points
91-100	1	5
71-90	2	4
31-70	3	3
11-30	4	2
1-10	5	1

D&B® Failure Score®

The D&B® Failure Score also uses a 1 to 5 rating but pertains to the business's likelihood of financial stress – such as filing for bankruptcy – in a 12-month outlook.

Failure Score/Percentile	Failure Class	Evaluation Points
95-100	1	5
69-94	2	4
34-68	3	3
2-33	4	2
1	5	1

4.7 SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM (Maximum 10 Points).(22)
4.7.1**Supplier Diversity Small Business (SDSB) Program**

The Proposer shall provide evidence, if certified, of its SDSB certification as defined in the College Policy 6Hx2-6.36 and shall indicate the SDSB group owning controlling interests in the company.

A copy of the SDSB Program approval letter should be included with all solicitations, whether participation is as a prime contractor or a subcontractor in order to receive the benefits of the SDSB Program Participation Criteria Points based on Proposer's documentation.

Proposer must submit a completed NON-DISCRIMINATION PROFILE (ATTACHMENT D2).

For more information and to download the College's SDSB Policy and Procedure, please visit:

Policy:

<https://www.broward.edu/legal/policies/Section%20Template/6Hx2-6.36.pdf>

Procedure:

<https://www.broward.edu/legal/policies/Section%20Template/A6Hx2-6.36.pdf>

The College recognizes certifications from several sources including: The State of Florida, School Board of Broward County, the Florida State Minority Supplier Development Council, Women Business Enterprise National Council, Broward County Government, Miami-Dade County Government, and Palm Beach County Government. Additionally, the College may impose size standard criteria as recommended by the Miller3 Consulting, Inc. study.

PRIME NON-SDB PROPOSERS MUST:

a. Submit a summary, a minimum of four paragraphs but no greater than two pages, on how the Proposer will assure Small Diverse Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers, and professional service providers.

b. Submit ATTACHMENT D3 - SUBCONTRACTOR/SUPPLIER CONTACT REPORT (FORM SDB-2) – lists all SDBs contacted regarding this project. SDB's must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE,

WBE, VBE, DBE, CBE, or CSBE) to be utilized on this project. Proof of certification is not required on this form.

c. Submit ATTACHMENT D4 - POTENTIAL SUBCONTRACTOR/ SUPPLIER UTILIZATION REPORT – lists the SDBs to be utilized on this project. SDBs must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, or CSBE) to be utilized on this project. SDB percentage total must be included. Omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification is required for each company listed. Companies listed without the accompanying documentation will not be counted. Companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

The College is not a certifying agency. Omission of certification certificates from one of the certifying agencies for each company listed on ATTACHMENT A4 will result in loss of SDB Criteria Points.

Proposers will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors. Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

PRIME SDB PROPOSERS MUST:

SDB Proposers must submit proof of certification as Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, or CSBE) to be utilized on this project. Approved SDB Proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process.

The College is not a certifying agency. Omission of a certification certificate from one of the certifying agencies for each company listed on ATTACHMENT D4 will result in loss of SDB Criteria Points.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities. Proposers not utilizing certified Small Disadvantaged Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Small Program.

SMALL DIVERSE BUSINESS

Proposers who are not SDB, or who do not utilize subcontractors who are certified SDB's, will not receive any SDB Criteria Points

INCREASED PRIME SCORE POINTS FOR SDB PARTICIPATION

Table B: Percentage of SDSB Program Participation Criteria Points based on Proposer's documentation.

SDSB Program Participation Percentage		% of SDSB Program Criteria Points	SDSD Program Score Points
Approved SDSB Prime Contractor		100%	10
Approved SDSB Subcontractor	41 - 49%	80%	8
	31 - 40%	60%	6
	21 - 30%	40%	4
	11 - 20%	20%	2
	5 - 10%	10%	1
Less than 5%		0%	0

4.8 ATTACHMENTS.

(23) 4.8.1	ATTACHMENT E - DRUG-FREE WORKPLACE CERTIFICATION
(24) 4.8.2	ATTACHMENT F - INFORMATION SECURITY AFFIDAVIT
(25) 4.8.3	ATTACHMENT G - NON-DISCLOSURE AGREEMENT
(26) 4.8.4	ATTACHMENT H - PUBLIC ENTITY CRIMES STATEMENT
(27) 4.8.5	ATTACHMENT I - NON-COLLUSION AFFIDAVIT
(28) 4.8.6	ATTACHMENT N – FEDERALLY FUNDED PROJECTS ADDENDUM

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SECTION 5 - EVALUATION

- 5.1 PHASE I – REVIEW OF PROPOSALS.** The Evaluation Committee (hereinafter referred to as the “Committee”) shall review and evaluate all proposals received for RFP-2021-065-OA – TEMPORARY STAFFING SERVICES, which meet or exceed SECTION 4.2 - MINIMUM ELIGIBILITY REQUIREMENTS, according to the following initial screening criteria:

CRITERIA SECTION		MAXIMUM POINTS
4.3	EXPERIENCE AND QUALIFICATIONS	25
4.4	SCOPE OF SERVICES	30
4.5	COST PROPOSAL	35
4.6	FINANCIAL CAPACITY	10
4.7	SDSB PROGRAM	10
TOTAL MAXIMUM POINTS:		110

- 5.1.1 The failure to respond, provide detailed information or to provide requested proposal elements in SECTIONS 4.3 through 4.8 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.
- 5.1.2 The Evaluation Committee will shortlist Proposers in PHASE I – REVIEW OF PROPOSALS. Proposers will be notified according to dates set herein in SECTION 2.7 – TIMELINE.
- 5.1.3 Shortlist Scores and Rankings. The Evaluation Committee will utilize the scores developed as a result of SECTION 5.1 to rank the Proposers individually, and then determine cumulative ranking results. The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of SECTION 5.1, will neither be considered, nor carried forth as part of the scores and rankings of SECTION 5.2.
- 5.1.4 Result of Review of Proposals. Based upon the results of the above SECTION 5.1, the College, at its sole discretion, may:
- a. Shortlist the top ranked Proposers (shortlist number to be determined by the Committee) for further consideration and/or interviews;
 - b. Recommend an award;
 - c. May reject all proposals received;
 - d. Waive any informalities;
 - e. Re-advertise/re-solicit proposals;
 - f. Reject all proposals without further action;
 - g. Accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
 - h. Invite one or more top-ranked Proposers to participate in contract negotiation phase and/or award; and/or
 - i. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.
- 5.1.5 Proposal Clarification. During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

- 5.2 PHASE II – INTERVIEWS AND PRESENTATIONS.** In the event that the College chooses to interview recommended shortlisted Proposers in accordance with SECTION 5.1, the Committee shall interview the shortlisted Proposers in order to make an award or enter into negotiations. Scores and rankings as a result of SECTION 5.1 above will neither be considered, nor carried forth as part of the scores and rankings resulting from the interviews and presentations phase. Shortlisted Proposers will be interviewed against

a set of standard questions and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

CRITERIA		MAXIMUM POINTS
A	UNDERSTANDING OF THE COLLEGE'S REQUIREMENTS	20
B	RELEVANT EXPERIENCE	20
C	UNIQUE QUALIFICATIONS	20
D	OVERALL APPROACH, METHODOLOGY, AND ABILITY TO PERFORM CONTRACT	40
TOTAL MAXIMUM POINTS:		100

- 5.2.1 The Evaluation Committee shall interview and evaluate the shortlisted Proposers, in accordance with the evaluation criteria and point schedule established in this PHASE II – INTERVIEWS AND PRESENTATIONS, based on the Proposers' interviews and presentations, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond or provide detailed information or requested proposal elements in SECTION 5.2 may result in the reduction of points in PHASE II. The Committee will utilize the scores developed as a result of SECTION 5.2 to rank the Proposers.
- 5.2.2 Result of Interviews/Presentations. Based upon the results of SECTION 5.2 above, the College, at its sole discretion, may:
- a. Recommend award and/or negotiations to the top ranked Proposer(s);
 - b. Recommend award to more than one top ranked Proposer;
 - c. Reject all proposals;
 - d. Re-advertise/re-solicit proposal;
 - e. Reject all proposals without further action;
 - f. Accept or reject any proposal or portion of a proposal as deemed in the College's best interest; and/or
 - g. Invite one or more top-ranked Proposers to participate in contract negotiation phase and award.
- 5.3 **AWARD.** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, the College, at its sole discretion, reserves the right to make an award as follows:
- a. Divide the work among Proposers;
 - b. Award contracts for less than all services encompassed by this solicitation.

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SECTION 6 – CONTRACT NEGOTIATIONS

- 6.1 PHASE III - CONTRACT NEGOTIATIONS.** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in SECTION 5.2. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the Evaluation Committee recommends rejection of all proposals received.

Please note the College, at its discretion, may or may not change committee members for each phase.

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers;
 - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
 - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
 - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
 - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
 - f. Decline to conduct further negotiations with any Proposer;
 - g. Reopen negotiations with any Proposer;
 - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation

- 6.2 “SAMPLE” OR BASE CONTRACT FOR NEGOTIATIONS.** The enclosed “sample” contract (ATTACHMENT L) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 FINAL SELECTION AND NOTICE OF AWARD RECOMMENDATION.

- 6.3.1 The College will recommend for award of the contract, the responsive Proposer(s) as determined by the Negotiation Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award;
 - b. Re-advertise/re-solicit for proposals;
 - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.

6.3.3 The College reserves the right to:

- a. Select one or more Proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
- b. Divide the work among Proposers by type of service or geographic area, or both; and
- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 RESERVED RIGHTS AFTER NOTICE OF AWARD RECOMMENDATION.

6.4.1 Negotiations After Award Recommendation. The College reserves the right to schedule additional negotiation sessions with Proposer(s) identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those Proposer(s). This may include but not be limited to, site surveys to finalize the College's requirements.

6.4.2 Other Reserved Rights: The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other Proposers recommended in SECTION 5.2, at any time prior to execution of a contract.

6.4.3 The College's District Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended Proposer(s).

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SECTION 7 – GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the Contracting Officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information which is obtained other than by information herein or by Addenda shall not be binding on the College, and information, data, and documents made available by the College in connection with this solicitation have been provided solely and exclusively for information purposes and without representation, warranty, guarantee, or promise by the College, expressed or implied, with respect to accuracy, completeness or fitness or usability for any purpose. Respondent will at its cost perform due diligence, site evaluation and pre-construction activities at its cost and will rely solely and exclusively on the results of such activities and its experience and expertise and not on any statement, projection, estimate, description, information, data, or document furnished by the College. The College will deliver the leased property and project site to party awarded the contract as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, regarding the condition of the leased property or the project site or marketability, suitability for permitted use or value.
2. **AWARD.** In order to meet the needs of the College, award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the Vendor, extend the term for two (2) additional one-year periods and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. The College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of the College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the Vendor shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than seventy-two (72) hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent (5%) of the total amount of the proposal must accompany proposal. Bonding company must appear on U.S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, the Vendor shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at

<http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.

14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as the Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** The respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within thirty (30) days from the receipt of the order. The College may reject proposals that exceed delivery greater than thirty (30) days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation, and demonstration of use of all items ordered. If Installation is not required, the Vendor shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the Vendor until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the Vendor and return the product to vendor, at vendor's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, the College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by the College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. The Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g. winter holidays, spring break, summer flex week, etc.). Prior to delivery, the Vendor shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of ninety (90) days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** The respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at vendor(s) expense and acquired on the open market. Any increase in cost may be charged against the Vendor. Any violation of these stipulations may also result in:
- a. For a period of two (2) years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.
31. **LEGAL REQUIREMENTS:** The respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, the respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by the College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within thirty (30) days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of the College or an immediate family member of an employee of the College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. the respondent's proposal.
- In case of any other doubt or difference of opinion, the decision of the College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By submitting response to this solicitation, the respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a

period in excess of one (1) year. As such, the College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon thirty (30) days prior written notice to the Vendor. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

41. **USE OF OTHER CONTRACTS:** The College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
- a. By the College: The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
 - b. By the Vendor: The Vendor agrees to indemnify, hold harmless and defend the College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Vendor, its agents, servants, and employees; the equipment of the vendor, its agents, servants, and employees while such equipment is on premises owned or controlled by the College; or the negligence of the vendor or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College's property, and injury or death of any person whether employed by the Vendor, the College or otherwise.
44. **SOLICITATION AND ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** The respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** The respondent is solely responsible for any and all costs associated with responding to this solicitation. The College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT AND LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State-owned building will not be exempted from the Florida Statute referencing sales and use tax. The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the Vendor. The Vendor must provide documentation to the State.

Vendors by virtue of submitting a proposal agree to this condition.

49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of the College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of the College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any College contractor found in violation of this policy will be removed from the College's vendor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities, and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** The Vendor shall comply with any current or future sustainability and recycling program

established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award.

51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing company hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. The Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. The Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, the Contractor agrees to return payment to the College within thirty (30) days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. The Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and the bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to:

(1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within seventy two (72) consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for seventy-two (72) consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental website. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within seventy-two (72) consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the Vendor within seventy-two (72) hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and 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 except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon

termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE 283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be five percent (5%) if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the Vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE 287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be five percent (5%).
 - (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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BROWARD COLLEGE | RFP-2021-065-OA

SCOPE OF SERVICES | ATTACHMENT A

REQUIREMENTS AND SCOPE OF SERVICES TO BE PROVIDED

Broward College is interested in receiving proposals from qualified providers for Temporary Staffing Services at multiple locations collegewide, as described herein. The successful proposers must deliver qualified professional and cost-effective temporary or permanent staffing that offer productivity, efficiency, and value to Broward College. Flexible staffing solutions to include, but not limited to, Administration, Finance, Accounting, Management, Procurement, Information Technology, Industrial, and Skilled Trades. The objective is to award a contract to multiple best-value vendors that meet the criteria as listed in this Request for Proposals (RFP).

The College historical usage for temporary staffing services for the past five years was approximately \$2,418,836 (inclusive of special projects). This estimated volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases under a contract, if any contracts are awarded pursuant to this RFP.

1. Definitions

Billing Rate – The unit of compensation paid to the Vendor.

Classification/Job Title – A service provided by the Vendor to be performed by Temporary Staff under this Contract.

College – Broward College located in Broward County, State of Florida, United States of America. College, for purposes of ATTACHMENT A – SCOPE OF SERVICES, could also refer to and/or imply the College Department (End-User) with the need to hire temporary staff, in the context of the hiring process.

College Department (End-User) – An ordering department within Broward College, with the need to hire temporary staff.

Contract for Services – Agreement terms and conditions for performance requirements that apply to the Vendor's provision of services to the College under the Contract.

Job Category – The classification of Job Titles under this Contract.

Pay Rate – The hourly rate of pay to Temporary Staff before deductions are taken.

Temporary Staff – A person assigned to work on behalf of the Vendor for the purpose of providing temporary staffing services to the College.

Temporary Staffing Services – The complete portfolio of Job Titles available from the Vendor for staffing service categories under this Contract.

2. Vendor Responsibilities

The Vendor shall adhere to all work policies, procedures, and standards established by the College. The Vendor shall ensure that Temporary Staff conform in all respects with physical safety, security, and fire regulations while on the College's premises. The Vendor shall be responsible for obtaining all of the aforementioned rules, regulations, policies, etc. from the College. The Vendor's responsibilities include, but are not limited to, the following:

- a. Recruiting, hiring, and implementing any reassignments or terminations of Temporary Staff. The Vendor shall ensure competency and responsibility of the Temporary Staff.
- b. Providing Temporary Staff that meet the requirements, including but not limited to, to the experience level, identified in the College's contract or purchase order.

- c. Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, and the Fair Employment Protection Act.
- d. Performing background screening on all Temporary Staff, including screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as required herein. Vendor shall ensure that all Temporary Staff possess all certifications and qualifications necessary to enable them to perform their assignments.
- e. Providing telephone and help desk support for temporary staffing needs, in accordance with College business hours.
- f. Ensuring that the staffing opportunities are released at the same time to all subcontractors, if applicable. The Vendor shall screen submitted candidate resumes for applicability to job requisition, facilitate the selection process with the College and subcontractor, and provide reporting visibility on candidate submittals and selection trends to the College. The Vendor shall ensure that all subcontractors have an equal opportunity to submit candidates for all staffing position opportunities, if applicable.
- g. Administering periodic performance evaluations and any disciplinary actions for each Temporary Staff provided under this Contract.
- h. Informing Temporary Staff that they are required to adhere to the policies and procedures of the College. Vendor or its designee shall promptly notify the College of any human resource issues raised by a Temporary Staff that may affect the College, such as threats of violence, harassment, discrimination, or retaliation.
- i. Providing harassment, discrimination, and retaliation training, as well as diversity, equity, and inclusion training for all Temporary Staff. Vendor shall maintain a record of all such training.
- j. Informing Temporary Staff in writing that they are employed by Vendor, not the College.
- k. Notifying Temporary Staff in writing that the only benefits they will receive will be from Vendor and that they are not entitled to any benefits from the College.
- l. Informing Temporary Staff in writing that job-related illness/injury reports are to be made to Vendor. Vendor or its designee shall notify the College within twenty-four (24) hours of receipt of any such reports.
- m. Being solely responsible for, and holding College harmless from, all administrative employment matters regarding Temporary Staff including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to Temporary Staff.
- n. Paying Temporary Staff in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act and Florida Employment and Labor Laws. Vendor shall maintain complete and accurate records of all wages paid to Temporary Staff. Vendor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages and payroll-related and unemployment taxes attributable to wages paid to Temporary Staff.
- o. Issue invoices for all services provided to the College. Invoices must specify the Billing Rate and Pay Rate. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- p. The Vendor will be responsible for providing tests, evaluations, advertisement, recruitment, interviews, reference, and criminal background checks on all temporary staff through Florida Department of Law Enforcement (FDLE) as stated in Article 3 herein. If any situation arises with the results of these activities, the Vendor will notify the Talent and Culture Department for their review. The requesting College Department (End-User) will be solely responsible for the determination of any employee's suitability for employment.
- q. The Vendor is required to monitor the performance of its employee on a periodic basis while they are assigned to the College.

3. FDLE Background Check

The Vendor will provide the College with a copy of the Florida Department of Law Enforcement (FDLE) criminal background check, or any other type of background check process on any temporary staff. In that instance, the Vendor will conduct and pay for the background check. If adverse information is found, the College shall have the right to refuse the placement of that temporary staff.

4. Interview of Prospective Temporary Staff and Refusal of Temporary Staff

The College shall have the right to interview all prospective Temporary Staff and to accept or reject any or all based upon the required skills and the background and experience of each individual.

The College shall have the right of approval and refusal of any temporary staff. In an instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately. Billings/invoices for persons that are found to be unsatisfactory or unqualified, as determined by the College, within the first forty (40) hours of work, will be at the Vendor's expense. The College will not pay the Vendor for unsatisfactory or unqualified employees that are dismissed within the first forty (40) hours of work.

5. Administration and Maintenance

It will be the responsibility of the Vendor for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes including the provision for the distribution of payroll time sheets and checks, for any temporary employees provided through this agreement.

6. Training

Referred personnel shall be immediately productive, requiring minimal training and orientation. If, in the sole discretion of the College, extended training (over four (4) hours) is required, such as for an extended project or for any particular skill set, the Vendor may be required to pay the Temporary Staff for up to sixteen (16) hours (two (2) business days) of training, as determined by the College.

7. Hiring Temporary Staff

Process: The College Department (End-User) having a need to hire for temporary staff will contact the Vendor directly. The Vendor will then obtain information as to the nature of the duties to be performed and will use the appropriate title from the job title descriptions/responsibilities provided by the College. These job titles and the agreed hourly rates of pay will be used for billing and reporting purposes. The College Department (End-User) may individually negotiate an hourly rate for jobs not falling within the job titles covered.

Training: The Vendor shall provide all federal and state mandated training to each employee, appropriate to each job title. This training shall include, but is not limited to, the requirements of OSHA.

Testing: The Vendor will provide testing services such as: typing speed and accuracy, letter format, data entry speed and accuracy, and word processing skills. Other tests for specific software applications may also be requested. The College shall receive the test results qualifying the candidate.

Any temporary staff may be hired by the College on a part-time or full-time basis after thirty (30) days of continuous temporary employment without a penalty or fee (liquidation) to the temporary services provider. The College will offer a thirty (30) day notice of intent to hire.

8. Replacement of Temporary Staff

In the event any Temporary Staff fails to adhere to the College's directions or safety, security, or fire regulations, or demonstrates that they are not qualified to perform the required duties, the College will notify the Vendor, who shall replace the Temporary Staff immediately or as directed by the College at no cost to the College, including, but not limited to, training time, background checks, ID badges, drug testing, etc.

Such notice and replacement requirements also apply to any Temporary Staff that leaves, for any reason, before the assignment is completed. When a Temporary Staff leaves, at any time, the Vendor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the College Department (End-User) within five (5) working days, the College shall send an invoice to the Vendor for the exact replacement cost. The Vendor shall pay this invoice within fourteen (14) calendar days. If the Vendor has not paid the invoice within fourteen (14) calendar days, the College will have the option to deduct the exact replacement costs from the final invoice.

9. Record Keeping

The Vendor shall maintain all supporting documentation that justify prices for all services invoiced as well as all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of this contract.

The Vendor will provide the College's Contract Administrator with access to all information pertaining to all purchase orders and contracts with College Departments (End-Users), including but not limited to, staffing requests, assigned Temporary Staff, and invoices.

10. Transportation and Parking

It will be the Vendor or the Temporary Staff's responsibility to provide transportation to and from the required work location(s). Parking may or may not be provided and, if not, will be the responsibility of the Vendor or the Temporary Staff.

11. Hours of Work

The Vendor shall verify work hours at the time the College Department (End-User) order is placed. Work hours and holidays will vary dependent upon the College Department (End-User) and Job Title. Contracts and purchase orders may include requirements for weekend and overtime work. Lunch periods will range from thirty (30) to sixty (60) minutes and will be determined by the College. No payments shall be made for lunch periods.

12. Temporary Staff Expenses

Vendor shall be responsible for Temporary Staff expenses. The College is not responsible for separately reimbursing the Vendor, Subcontractor(s), or Temporary Staff for travel expenses, unless authorized in writing at the time the College order is placed.

13. Vendor Single Point of Contract

The Vendor shall designate a coordinator as a Single Point of Contact (SPOC), as well as a backup, that will be accessible during business days, to receive employment requests and handle and assist with any

and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Vendor's SPOC shall be available via a toll-free telephone number or email. The SPOC may have support staff that will serve as account managers for different College Departments (End-Users) or designated multiple points of contact in order to best provide service.

14. Temporary Staff Requirements

- a. **Background Screening** – The Vendor shall require that background checks, including criminal history checks, are conducted on Temporary Staff. Temporary Staff may be persons of special trust and may be required to undergo a Level II Background Check, as described in section 435.04, F.S. The cost of the background checks will be borne by the Vendor or its Subcontractors, not the College or College Department (End-User). The Vendor may not allow any Temporary Staff to provide services to the College if such Temporary Staff does not meet the qualification standards established by the College.
- b. **Reporting of Criminal Matters** – The Vendor shall be required to report to the College of any criminal matter in which the Temporary Staff assigned to the College has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld and regardless of whether the criminal matter occurred within or outside the workplace. The Vendor shall be required to report criminal matters, of which it has knowledge, no later than one (1) business day after the occurrence of the event.
- c. **Drug Testing** – Drug testing requirements will vary for individual College Departments (End-Users) throughout the College. The College Department (End-User) will identify if there is a drug test requirement at the time the order is placed. These tests are normally conducted randomly, on a random number of Temporary Staff, in safety-sensitive positions, and consist of a urine sample. If a Temporary Staff fails a drug test, the Temporary Staff will no longer be eligible to provide services to the College under this Contract. The cost of the drug test shall be incurred by the Vendor.
- d. **Driving Qualification** – If driving is required for a specific Job Title, the Temporary Staff must have a valid driver's license reflective of the class required to render the services. Any cost associated with confirming this qualification shall be borne by the Vendor.
- e. **Additional Certification(s)** – Certain positions may require additional types of certifications, such as First Aid and CPR certification. Temporary Staff shall have these certifications prior to applying for such positions. Temporary Staff shall maintain and recertify these certifications at the Vendor's or their own expense.
- f. **Dress and Equipment** – Temporary Staff shall report to job assignments dressed appropriately and with the equipment specified by the College Department (End-User) as being required to perform work in the Job Categories covered under this Contract. Field personnel are required to have safety shoes, at the expense of the Vendor, Subcontractor, or Temporary Staff. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
- g. **Communication Skills** – Unless otherwise requested, all Temporary Staff must be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description. If the Vendor provides Temporary Staff that are unable to read, write, speak, and comprehend the English language, in the College's sole discretion, the Vendor will refund any fees and wages incurred.
- h. **Courtesy and Cordiality Towards All Others** – Temporary Staff shall be respectful of all people with whom they interact, including College employees and students. Temporary Staff must be able to work in a diverse and multi-cultural environment to support the needs of the College.

- i. College Department (End-User) Right of Refusal – The Vendor will be given between one (1) to two (2) business days to confirm availability of a Temporary Staff to fill a request. However, if the College Department (End-User) and Vendor agree that a position is “hard-to-fill,” the College Department (End-User) may allow up to five (5) business days for the Vendor to confirm availability of a Temporary Staff. In the event that the Vendor is unable to fill the job request, the College Department (End-User) may cancel the request.

15. Locations

Temporary staffing services may be required at any of the College’s locations. The following is a listing of the current College locations.

A. Hugh Adams Central Campus 3501 SW Davie Road Davie, FL 33314	North Campus 1000 Coconut Creek Blvd Coconut Creek, FL 33066
Judson A. Samuels South Campus 7200 Hollywood/Pines Blvd Pembroke Pines, FL 33024	Willis Holcombe Center 111 East Las Olas Blvd, Building 33 Fort Lauderdale, FL 33301
Pines Center / Academic Village 16957 Sheridan Street Pembroke Pines, FL 33331	Weston Center 4205 Bonaventure Boulevard, Suite #2 Weston, Florida 33331
Miramar Town Center 2050 Civic Center Place Miramar, FL 33025	Miramar West Center 1930 SW 145 Avenue Miramar, FL 33027
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33304	Cypress Creek Administrative Center 6400 NW 6 th Way Fort Lauderdale, FL 33309

16. Invoicing

It will be the responsibility of the Vendor to provide detailed invoices to the College on a schedule to be agreed on by the successful Vendor(s) and the College. Invoices must be submitted to the College for services rendered within thirty (30) days from the final day of work according to the recorded time sheet provided by the temporary staffing services provider. Please be aware that some of the positions hired under this contract may be funded by either Federal or private grants. Grants have very specific expiration dates. After the expiration date of a grant, all funds associated with such grants are no longer available to the College, therefore, it is imperative that all invoices be processed and paid prior to the aforementioned timeframe. Invoices that are not submitted within the required time frame as defined herein shall be considered in violation of the contract or purchase order requirements, and they will not be considered for payment by the College.

17. Additional Job Classifications May Be Added or Deleted

Although this solicitation identifies specific job categories, job classifications/job titles, and job title descriptions, it is hereby agreed and understood that additional job categories, job classifications/job titles, and job title descriptions may be added or deleted to/from this Contract at the option of the College. The awarded vendors shall be required to provide a quote for any additional job title description and classification to be added. The primary and/or secondary and tertiary award for any new job classification will be based on the lowest prices quoted.

18. Minimum Wage, Living Wage, and Mandatory Health and Welfare Benefits

The Vendor must meet all federal, state, and local requirements regarding minimum wage, living wage, and any mandatory health and welfare benefits.

19. Estimated Quantities

The quantities listed on ATTACHMENT C – COST PROPOSAL FORM are estimated quantities to be used as a guide and not a guaranteed of actual hours. Actual quantities ordered throughout the contract period may be greater or lesser than the solicitation estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

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BROWARD COLLEGE | **RFP-2021-065-OA**
JOB TITLE DESCRIPTIONS | **ATTACHMENT B**

***** See ATTACHMENT B on DemandStar *****

ATTACHMENT B – JOB TITLE DESCRIPTIONS provides information on the College's current skill classifications / job titles (related to this RFP) for Broward College employees in these types of positions.

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BROWARD COLLEGE | **RFP-2021-065-OA**
COST PROPOSAL FORM | **ATTACHMENT C**

***** See ATTACHMENT C on DemandStar *****

See separate Excel document in DemandStar

ATTACHMENT C – COST PROPOSAL FORM is to be completed and included in PDF format in TAB 20 of your proposal. Additionally, upload ATTACHMENT C – COST PROPOSAL FORM as a separate Excel format file on DemandStar with your proposal submittal. The Excel file should be submitted in a standard file format with an extension of .xls or .xlsx **with no encryption**. Files that cannot be opened may be deemed non-responsive.

ATTACHMENT B – JOB TITLE DESCRIPTIONS provides information on the College's current skill classifications / job titles (related to this RFP) for Broward College employees in these types of positions.

Proposer shall use only the form in ATTACHMENT C – COST PROPOSAL FORM and no other form. Instructions to fill the form follows:

- Please enter your "Proposed Billing Rate" for each category (including legally mandated employer social security contributions, Medicare contributions, unemployment compensation or other payroll taxes and workers' compensation coverage). The College will not pay overtime.
- Vendor shall provide staffing, information, and proposed billing rates for all categories listed.
- Please attach job descriptions for each job title/classification listed. Your job description may have a different name so be sure to link your job title with ours.
- Estimated Quantities. The quantities listed are estimated quantities to be used as a guide and not a guaranteed of actual hours. Actual quantities ordered throughout the contract period may be greater or lesser than the solicitation estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

Additional/Value Added Services (Optional)

Include under TAB 20 any additional/value added services to be proposed in connection with the services defined in ATTACHMENT A – SCOPE OF SERVICES. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece. Provide brief description of the additional/value added services offered and estimated cost (if applicable).

Value Added College Partnerships

Please submit under TAB 20 any creative/innovative ideas in support of the College's goals as outlined in Section 2.1.1 – Value Added College Partnerships, of this solicitation document.

Value added submissions will not be considered in any of the scoring phases of the solicitation. Value added ideas will be considered with the awarded vendor.

SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM

D1 – SDSB PROGRAM PROCESS AND REQUIREMENTS

D2 – SDB NON-DISCRIMINATION PROFILE (FORM SDB-1)

D3 – SUBCONTRACTOR/SUPPLIER CONTACT (FORM SDB-2)

D4 – POTENTIAL SUBCONTRACTOR/SUPPLIER UTILIZATION (FORM SDB-3)

D5 – REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION (FORM SDB-7)

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ATTACHMENT D1

SDSB PROGRAM PROCESS AND REQUIREMENTS

1. Vendor Non-Discrimination.

All vendors bidding on College contract opportunities must submit a Vendor Non- Discrimination Profile (ATTACHMENT D2).

2. Contract Compliance (Project by Project basis).

- a. Upon execution of a project under this contract with Broward College, the successful Proposer will utilize Subcontractor/Supplier Contact (ATTACHMENT D3) and submit Potential Subcontractor/Supplier Utilization (ATTACHMENT D4) when submitting solicitation packages and will become a part of the contract between the Proposer and the College.
- b. Report of Subcontractor/Supplier Utilization (ATTACHMENT D5) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on ATTACHMENT D5.
- c. ATTACHMENT D5 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
- d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Potential Subcontractor/Supplier Utilization (ATTACHMENT D4). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
- e. The successful Proposer will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the ATTACHMENT D5. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
- f. Failure of the successful Proposer to provide the specific SDB report by the specified date shall be sufficient cause for the College to:
 - Withhold approval of the successful proposal's invoices for progress payments,
 - Increase the amount of the successful proposal's retainage, or
 - Evoke any other penalties as stated in General Conditions of the RFP (**Nonconformance to Contract Conditions**).

3. The College's Responsibilities.

SDB Requirements in Contracts – Procurement Services, Facilities Management, and the Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.

ATTACHMENT D2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3, and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM

ATTACHMENT D3

SUBCONTRACTOR/SUPPLIER CONTACT

(List all SDB subcontractors or suppliers that were contacted regarding this project)

Company Name of Subcontractor/Supplier	Contact Name, Address, and Phone Number	Business License? (Yes or No)	Type of Work Solicited from Subcontractor/Supplier	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	Certification Agency Name and Expiration Date	Results of Contact

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____

Signature: _____ Date: _____

*SDB firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.



**OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SUPPLIER DIVERSITY SMALL BUSINESS (SDSB) PROGRAM**

ATTACHMENT D4

POTENTIAL SUBCONTRACTOR/SUPPLIER UTILIZATION

(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises subcontractors/suppliers to be used on this project.)

Company Name of Subcontractor/Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	SDSB Program Approval Letter	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount

Total SDB% _____

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____

Signature: _____ Date: _____

*SDB firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.

BROWARD COLLEGE | RFP-2021-065-OA
DRUG-FREE WORKPLACE CERTIFICATION | ATTACHMENT E

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the College,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____
(Printed, typed or stamped commissioned name of notary public)

BROWARD COLLEGE | **RFP-2021-065-OA**
INFORMATION SECURITY AFFIDAVIT | **ATTACHMENT F**

I, _____ [Name], the designated signing manager for _____ [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

1. My organization has attached the most recent SOC 2 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report, we agree to provide an EDUCAUSE HECVAT or a CSA CAIQ assessment.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

Initials

- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification
- ◆ PCI Certification

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**

Initials

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

Initials

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)
- ◆ General Data Protection Regulation (GDPR)

4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

Initials

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All Employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

- I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.
- I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.
- I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM-SECURITY REQUIREMENTS

X _____
Title _____
Date _____

BROWARD COLLEGE | **RFP-2021-065-OA**
NON-DISCLOSURE AGREEMENT | **ATTACHMENT G**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPPA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

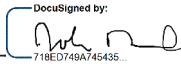
8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:	The Board of Trustees of Broward College
By: _____	By:  _____ 718E1D749A745435
Printed Name: _____	Name: John Dunnuck
Title: _____	Title: SVP Finance & operations
Date: _____	Date: 12/10/2021

BROWARD COLLEGE | **RFP-2021-065-OA**
PUBLIC ENTITY CRIMES STATEMENT | **ATTACHMENT H**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

A “public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See Section 287.133(1) (g), Florida Statutes.

“Convicted” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An “affiliate” means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

The Proposal hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past thirty six (36) months; or (2) any listing of the Proposal or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3) (f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

_____ **State Name of Convicted Applicant or Affiliate or N/A Here**

Name of Company: _____

Address of Company: _____

Signature for the Company: _____

Title of Person Signing for the Company: _____

Signature of Witness: _____

Witness’ Relationship to the Company: _____

BROWARD COLLEGE | **RFP-2021-065-OA**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT I**

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Proposer that has submitted
the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Proposal;
- (3) Such Bid is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or
indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection
with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection
with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any Proposer, company, or person to fix the price or prices in the attached
Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the
Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents,
representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)

(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:

_____ By: _____

 (Printed Name)

 (Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2021, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
Name(s) of individuals(s)
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp
or Type as Commissioned.)

- Personally known to me, or
- Produced identification:

 (Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: _____

BROWARD COLLEGE | **RFP-2021-065-OA**
VENDOR CONFLICT OF INTEREST FORM | **ATTACHMENT J**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** (check)

YES NO

If YES, please explain below:

PROPOSER'S COMPANY NAME: _____

Print Name and Title: _____

Signature: _____

BROWARD COLLEGE | **RFP-2021-065-OA**
PERFORMANCE EVALUATION SURVEY FORM | **ATTACHMENT K**

***** See ATTACHMENT K on DemandStar *****

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BROWARD COLLEGE | **RFP-2021-012-OA**
SAMPLE CONTRACT | **ATTACHMENT L**

***** See ATTACHMENT L on DemandStar *****

The “sample” contract for services agreement shall be the basis for any contract negotiations and resulting agreement. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

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BROWARD COLLEGE | RFP-2021-065-OA QUESTIONNAIRE | ATTACHMENT M

This form is to be completed and included in **TAB 13** of your proposal. Also include this form as an unencrypted file in Word format to be uploaded to DemandStar with your proposal submittal. All questions must be responded to. If a question is not applicable, please respond "N/A".

1. Provide the number of years serving as a temporary staffing business, including the number of years doing business in the State of Florida (include dates).
2. Provide the total number and locations of representatives currently employed by your company in the tri-county area (Broward, Miami-Dade, Palm Beach), using the below table (add/insert as many rows as necessary).

County	City	Number of Employees
Broward		
Broward		
Broward		
Miami-Dade		
Miami-Dade		
Miami-Dade		
Palm Beach		
Palm Beach		
Palm Beach		

3. Provide a list of your company's agreements similar in size and scope (government or non-government, present and within the past ten years).
4. Describe the level/type of background check(s) conducted by your company.
5. Describe the process of vetting candidates in terms of being qualified for the position and the timeline to complete the process.
6. Describe your company's methods for solving particularly challenging staffing assignments, large orders, and emergency requests.
7. Describe how your company prepares temporary staff for their assignments.
8. What training opportunities does your company offer to temporary staff?
9. Describe the capacity of your company to keep the service offerings current and ensure the latest standards and technology for staffing services.
10. How does your company create and manage service levels across all locations?
11. Describe your company's normal order processing procedures from point of College contact through delivery and billing.
12. If Temporary Staff is not able to perform the duties as required by the College, will the agency be able to provide a replacement with 24 hours?

BROWARD COLLEGE | **RFP-2021-065-OA**
FEDERALLY FUNDED PROJECTS ADDENDUM | **ATTACHMENT N**

***** See ATTACHMENT N on DemandStar *****

All contracts or purchase orders made or entered into by Broward College, which may be 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 these terms and conditions.

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BROWARD COLLEGE | **RFP-2021-065-OA**
STATEMENT OF NO RESPONSE | **ATTACHMENT O**

STATEMENT OF “NO” RESPONSE

If your company will not be submitting a proposal to this Request for Proposal (RFP), please complete this Statement of “No” Response Sheet and return, prior to the Proposal Due Date established within, to Orlando Aponte at:

BROWARD COLLEGE
Procurement Services Department
oponte@broward.edu

This information will help the College in the preparation of future solicitations.

RFP Number: _____

Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

√	Reasons for “NO” Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the solicitation.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____