



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the second renewal and increase of fiscal authority to the standard contract for services with 1) Azur CART & Captioning, 2) Interpreting Services for the Deaf LLC and 3) Verbit, Inc. for RFP-2020-109-OA ASL & CART Services to provide American Sign Language Services, Video Remote Interpreting Services, and/or Communication Access Realtime Translation (CART) Services. Fiscal Impact: Estimated \$184,100.00 (cumulative \$920,500.00).

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

What is the purpose of this contract and why is it needed? The purpose of the American Sign Language (ASL) & CART Services contract is to ensure the College is providing effective communication to deaf and hard of hearing individuals in all the College's programs and services; and, to remain in compliance with Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act as amended in 2008 (ADAAA) and Florida Statute 90.6063. "Colleges or Universities which receive any form of financial assistance or loans, for the institution or for students attending the institution, are federal financial recipients pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended. The receipt of that funding by any component of the institution requires every program within the institution to comply with the civil rights requirements imposed by the receipt of federal funding. Civil Rights Restoration Act of 1978, 29 U.S.C. §794(b). As a recipient of federal financial assistance, a post-secondary institution has an obligation under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, to be accessible to students and other individuals with disabilities. As a part of this obligation, the U.S. Department of Education has determined that these institutions must provide necessary auxiliary aids for persons with sensory impairments, including interpreters for deaf or hard of hearing persons, transcribers, notetakers, and provision of closed captioning or other access for televised information. 34 C.F.R. 104.44(d). This obligation applies to all of the activities of the college, including extracurricular activities, off-site internships, and activities open to the public, or to part-time, non-credit or non-matriculated students.

What procurement process or bid waiver was used and why? A formal competitive solicitation (RFP - Request for Proposals) was utilized in accordance with F.S. 287.057, FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. This is the second one (1) year renewal option.

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

What fund, cost center and line item(s) were used? FD100, CC0095, Professional Fees & Services.

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.

Was that return on investment not met, met, or exceeded and how? Met, due to the services being provided, deaf and hard of hearing students received an equitable opportunity.

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

- Guarantee Access to Higher Education
- Empower Student Development

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

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

FISCAL IMPACT:

Description: Estimated at up to \$552,300 on an as needed basis to include interpreting and CART (Communication Access Realtime Translation) services for 3 years, plus if exercised two additional 1 year renewals at up to \$184,100 per year. for a total of up to \$920,500. For the period of January 1, 2025-December 31, 2025. CC0095, FD100, PG000184, BU0313, Line Item 64500

08/20/24	CC0095 · Disability Services	(\$184,100.00)
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Jo Anderson

Jo Anderson










8/5/2024

APPROVAL PATH: 12354 ASL & CART Services (RFP-2020-109-OA) 2nd Renewal

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Craig Levins	AVP Review		✔ Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
2	Zaida Riollano	Procurement Approval		✔ Completed	
2	Christine Sims	Budget Departmental Review		✔ Completed	
3	Rabia Azhar	CFO Review		✔ Completed	
4	Donald Astrab	Vice Provost Review		✔ Completed	
5	Jeffrey Nasse	Provost and SVP of Academic Affair		✔ Completed	
6	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
7	Board Clerk	Agenda Preparation		⌚ Pending	
8	District Board of Trustees	Meeting	08/20/24 08:30 AM	⌚ Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		⌚ Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	



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

December 27, 2023

VERBIT, INC.
404 5th Avenue
New York, NY 10018

Attn: Adam Dark, Account Manager
Email: adam.dark@verbit.ai

Dear Mr. Dark,

This letter shall serve to provide notice of Broward College’s intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **RFP-2020-109-OA** for **AMERICAN SIGN LANGUAGE & CART SERVICES (CART Services)**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, and to include Amendment 1 for additional services and associated pricing, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance. The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: January 1, 2024 through December 31, 2024

If there are any questions, please feel free to contact Orlando Aponte, Senior Director, Procurement, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

TYPE/PRINT NAME Ryan Maloney	TITLE VP, Sales
SIGNATURE 	DATE 1/2/2024
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	

**#1 AMENDMENT TO THE AMERICAN SIGN LANGUAGE SERVICES, VIDEO
REMOTE INTERPRETING SERVICES, AND/OR COMMUNICATION ACCESS
REALTIME TRANSLATION (CART) SERVICES AGREEMENT**

THIS AMENDMENT is made and entered into as of Dec. 4th 2023, 2024,
by and between

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

and

Verbit, Inc.
(hereafter referred to as Vendor),
A company who is located at
404 5th Ave, New York, NY 10018

WHEREAS, the parties entered an Agreement with an Effective Date of December 10, 2020;

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the parties seek to add services and associated pricing in Contract Exhibit A-1 that may be ordered;

WHEREAS, the parties seek to renew the contract for the first renewal period from January 1, 2024 to December 31, 2024 for an estimated amount of \$184,100 for a total estimated amount of \$736,400.

WHEREAS, the parties seek to add services and associated pricing in Contract Exhibit A-1 that may be ordered;

NOW and THEREFORE, the American Sign Language Services, Video Remote Interpreting Services, and/or Communication Access Realtime Translation (cart) services is amended as follows:

1. Exhibit A-1, attached, replaces the current A-1 in the contract starting January 1, 2024.

2. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

3. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to the early termination clause 5. Termination for Convenience, to the Contract for Services Terms and Conditions, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

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

FOR VENDOR

VERBIT, INC.

By Ryan Maloney

Name Ryan Maloney

Title VP, Sales

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By Barbara J. Bryan Ph.D.

Name Dr. Barbara J. Bryan

Title acting President



Billing Address: 169 Madison Avenue #2316,
 New York, NY 10016
 C/O: Verbit Inc.
 Website: <http://www.verbit.ai/>
 Billing Contact: billing@verbit.ai
 Phone: +1(718) 305 -7149

Order Form Addendum

Original Quote Number: 00004723 ("Original Order")

The customer indicated below ("Customer") and Verbit, Inc. ("Supplier," and together with Customer, the "Parties") hereby agree to amend the Original Order, as set forth below. All other terms of the Original Order (as amended) shall remain in full force and effect.

Proposal Information

Quote No:	VRBT12179	Issuance Date:	August 16, 2023
Package Name:	Distance Learning & eLearning - Pro	Expiration Date:	September 15, 2023

Contact information

Prepared by:	Jacqueline Hill	Bill to Name:	Broward College
Date:	August 16, 2023	Contact Name:	Aimee Stubbs
Email:	jacqueline.hill@verbit.ai	Phone:	954-201-2028
		Billing Email:	astubbs1@broward.edu
		Billing Address:	4205 Bonaventure Blvd Weston 33332 Florida United States

Custom Pricing for Certain Services: Supplier shall provide the following Services to Customer in accordance with the pricing below. To the extent this pricing conflicts with any prior pricing agreed with or communicated to Customer, the below pricing shall govern; otherwise, existing pricing for other Services shall not be impacted.

Pricing & Services

Description	Net Price per Audio Minute	Limitations
Post-Production - Audio Description - Extended Synthetic - Full Package - Elite - English - 120 hr TaT	\$7.00	
Post-Production - Transcripts & Captions - Pro - US English - 72 hour TaT	\$1.90	
Post-Production - Transcripts & Captions - Pro - US English - 48 hour TaT	\$1.55	
Post-Production - Transcripts & Captions - Pro - US English - 120 hour TaT	\$1.45	

Verbit, Inc.

Name:

Title:

Executed Date:

Signature:

X

Broward College

Name:

Title:

Executed Date:

Signature:

X



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of _____ 20__ between the District Board of Trustees of Broward College, Florida (“College”) _____ and Verbit, Inc. _____ (“Vendor”) (collectively, the “Parties”), will be in effect until January 1, 2024 (“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 Aimee Cekau Stubbs, astubbs1@broward.edu. 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 based on any software, books, articles or any other materials (“Materials”) used by Vendor in accordance with this Contract. 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 shall issue a Termination for Default Notice. The College may pursue 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. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. 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 or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. 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, 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 \$ (see Exhibit A) in general liability insurance, \$ (see Exhibit A) in automobile liability insurance, \$ (see Exhibit A) in professional liability insurance, and all Florida statutorily required workers' compensation insurance. 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.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. 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.

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. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

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, Childcare services, Janitorial Services, Food Services and Security. 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 "IMMIGRATION." 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. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

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.

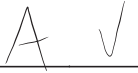
The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate 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 additional terms and conditions and they are contained in Exhibit "C."



College



Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

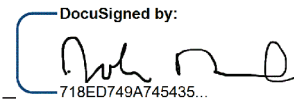
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

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

Signature  _____ Date 12/10/2020 _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

OBJECTIVE. The objective of this Contract is for American Sign Language Services, Video Remote Interpreting Services, and/or Communication Access Realtime Translation (CART) Services. Vendor will facilitate effective communication for deaf and/or hard of hearing students, employees and College visitors both in person and in the virtual environment as needed.

This Contract is not a guarantee of work, nor a guarantee that a minimum dollar amount is allocated for payment of Sign Language Services.

The College will issue Purchase Orders to authorize the services.

SCOPE OF SERVICES.

The demand for services is variable regarding hours, credential requirements, and locations requesting services.

1. DEFINITIONS

American Sign Language (ASL) is a visual-gestural communication system, which functions, as do all other languages, to provide a common system of symbols and grammatical rules to facilitate the exchange of messages between its users. Sign languages incorporate the dynamic expressions of the hands, body, and face into syntax in a spatial medium.

Communication Access Realtime Translation (CART) is the immediate conversion of the spoken word to text, similar to real-time captioning. The text is streamed, the moment the words are spoken, to the internet or directly to one or more computers. The CART text is then viewed by an individual or projected for a group to see.

Video Remote Interpreting is a video telecommunication service that uses devices such as web cameras or videophones to provide American Sign Language.

2. QUALIFICATIONS OF SIGN LANGUAGE INTERPRETERS

2.1 American sign language interpreters assigned to the College shall be professionally certified or credentialed by at least one of the following agencies:

- National Association of the Deaf (NAD) – Interpreter Assessment Program.
- Registry of Interpreters for the Deaf (RID) – National Testing System/National Interpreter Certification.
- Florida Registry of Interpreters for the Deaf (FRID) – Quality Assurance.



- Florida RID Educational Interpreter Evaluation System (EIE).
- Educational Interpreter Performance Assessment.

2.2. The competencies of interpreters must include, but not be limited to:

- Proficiency in interpreting or as evidenced by appropriate interpreting credentials.
- An excellent command of English including an extensive academic-related vocabulary and ability to spell.
- Ability to voice-to-sign interpret a message presented at a normal speaking rate.
- An excellent command of American Sign Language and/or Signed English.
- Ability to sign-to-voice interpret messages produced by deaf students and deaf adults into appropriate spoken English.
- Knowledge of hearing loss and its potential impact on a student's functioning ability in a classroom setting and an employee's functioning in the workplace.
- Have at least a high school diploma or its equivalent.
- Knowledge of a broad range of accommodations in the regular classroom for students who are deaf and/or hard of hearing.
- Knowledge of and ability to apply the NAD/RID Code of Professional Conduct.

3. VENDOR SERVICES AND RESPONSIBILITIES

- Provide qualified interpreters at locations, dates and times designated by the College.
- Report any changes in interpreter assignments, prior to the change, by phone to the designee. This includes those assignments for which an interpreter cannot remain at the site for the duration of the assignment.
- Report by phone or text message, to the designee, any inability to fill a request, prior to the start of the requested time.
- Provide accurate invoice to the College on a monthly basis.
- Inform and get approval from the College personnel for any changes in interpreter assignment or break in service. This includes immediate notification of consumer absence for the purposes of reassignment. A twenty-four (24) hour cancellation policy will not apply if such notification and opportunity for reassignment is not provided to the College.
- Assign interpreters as requested by the College, to provide services for any given location throughout Broward County on any given day. Contracted interpreters may be assigned to more than one school/location across the county, on any given day, depending upon needs determined by the College.



- Provide Interpreting services that may vary in length and time, dependent upon the needs of the students, employee, and/or parents. Each assignment will be billable for a minimum of two hours. Assignments that require two (2) interpreters must be approved by the College designee prior to the service.
- Not make or receive phone calls during interpreting time or engage in other non-interpreting-related activities that take away from the assignment or the professionalism of Vendors.
- Follow the NAD-RID Code of Professional Conduct at all times. This includes acceptable standards of confidentiality, linguistic and professional competence, impartiality, ethical business practices, and appropriate interpreter attire.

4. QUANTITIES

- Prices offered shall remain firm for the initial three-year Contract.
- The quantities listed on the Cost Proposal Form are estimated quantities to be ordered throughout the Contract period for each item and are not a guaranteed.
- The College does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the selected Vendor plead misunderstanding or deception because of such estimated quantities or of the character, location of work, or other conditions pertaining thereto.
- Actual quantities ordered throughout the Contract period may be greater or lesser than the proposal 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.

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

Contract Renewal(s). The term of the Contract may, by mutual agreement between the College and the Vendor(s), upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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



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 Vendor or to review its needs to re-solicit.

INSURANCE REQUIREMENTS. Proof of the following insurance will be furnished by any Vendor 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 \$2,000,000
 - Products – Completed Operations \$2,000,000Policy must contain Contractual liability coverage.

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

- c. 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/>

BROWARD COLLEGE EXHIBIT A-1

PRICING AND FEES

Unit of Measure	Estimated Quantity per Year	Description	Unit Price USD	Total USD
American Sign Language Services				
Hour	500	Hourly rates weekdays (Monday – Friday) – 2 hours minimum		
Hour	200	Hourly rates weeknights (Monday – Friday) – 2 hours minimum		
Hour	100	Hourly rates weekends (Saturday – Sunday) – 2 hours minimum		
			Total	
			Grand Total (for 3 years)	
Video Remote Interpreting Services				
Hour	500	Hourly rate weekdays (Monday – Friday)		
Hour	200	Hourly rate weeknights (Monday – Friday)		
Hour	100	Hourly rate weekends (Saturday – Sunday)		
			Total	
			Grand Total (for 3 years)	
Communication Access Realtime Translation (CART) Services				
Hour	500	Hourly rate weekdays (Monday – Friday)	\$80.00	\$40,000.00
Hour	200	Hourly rate weeknights (Monday – Friday)	\$80.00	\$16,000.00
Hour	100	Hourly rate weekends (Saturday – Sunday)	\$90.00	\$9,000.00
			Total	\$65,000.00
			Grand Total (for 3 years)	\$195,000.00

NOTE:

- Prices shall remain firm for the initial three-year contract.
- Quantities listed are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed.
- Pricing must be all-inclusive of labor, materials, supplies, travel, and/or any other necessary items.
- For in-person American Sign Language Interpreting, minimum billable time is two hours, with fifteen (15) minute increments billing time thereafter.

Additional/Value Added Services (Optional)

The table below is an example of value added services that may be added during the contract term.

Additional/Value Added Services (Optional)	Unit Price USD
Closed Captioning Services	
Streaming Captions	
Audio Description	
Note Taking Services	
Other Additional Services...	



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.

The below provisions shall now read:

INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from direct liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, that pursuant to a final court or arbitration ruling or settlement agreement or otherwise resolved in writing by the parties were caused by the negligence, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract, excluding in case of any negligence or intentionally wrongful conduct of the College and other persons employed or utilized by the College or engaged therewith. 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.

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 direct liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, finally awarded by a court, arbitration tribunal or settlement agreement or otherwise resolved in writing by the parties, arising directly from any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. 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. If such a claim is made or appears likely to be made, the Vendor may, in its sole discretion and at its own expense, either (i) resolve the claim in a way that permits continued ownership and use of the affected Materials, (ii) replace same with non-infringing Materials, or (iii) modify Materials so that they become non-infringing, or, (iv) accept return of the infringing products and provide a refund for such infringing products.

LIMITATION OF LIABILITY

Notwithstanding anything else to the contrary set forth herein:

- (a) Regardless of the basis on which either party is entitled to claim damages (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) from the other party, neither party is liable for more than the amount of any actual direct damages caused to the other party up to an aggregate maximum amount equal to the amount which has been received by the Vendor from the College for its services as contemplated hereunder or \$US 65,000.00 (whichever is lesser).
- (b) Upon no circumstances is either party liable to the other party for any of the following even if advised or informed of their possibility:
 - (i) special, incidental, indirect, consequential, reliance, exemplary or punitive damages;
 - (ii) cost of procurement of substitute goods or services except for goods or services that supplier has agreed to provide under this agreement;
 - (iii) lost profits, business, revenue, goodwill, or anticipated savings; or
 - (iv) loss, inaccuracy of, or damage to, data.

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.

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. 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 reasonable guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as reasonably determined by the College. The Vendor shall exert standard commercial efforts to accommodate any and all additional guidance and instructions.

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, provided that 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 will notify the Vendor of the termination in writing.

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 \$1,000,000 (see Exhibit A) in general liability insurance, \$ 3,000,000 (see Exhibit A) in professional liability insurance, and all Florida statutorily required workers' compensation insurance. 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. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required.

OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all transcriptions and captioning delivered thereto by the Vendor under the Statement of Work.

BC APPROVED

By:  718ED749A745435... 12/10/2020

VENDOR APPROVED

By: Arise/Strick Date: Dec 18, 2020

BROWARD COLLEGE

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

December 27, 2023

INTERPRETING SERVICES FOR THE DEAF LLC
2440 Madison Street
Hollywood, FL 33020

Attn: Eugene Whitton, Co-Founder
Email: isdterps@gmail.com

Dear Mr. Whitton,

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **RFP-2020-109-OA** for **AMERICAN SIGN LANGUAGE & CART SERVICES (American Sign Language Services and Video Remote Interpreting Services)**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance. The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: January 1, 2024 through December 31, 2024

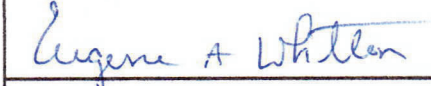
If there are any questions, please feel free to contact Orlando Aponte, Senior Director, Procurement, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

TYPE/PRINT NAME	TITLE
Eugene A. Whitton	MGM
SIGNATURE	DATE
	12/28/23



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of _____ 2021 between the District Board of Trustees of Broward College, Florida (“College”) _____ and Interpreting Services for the Deaf, LLC (“Vendor”) (collectively, the “Parties”), will be in effect until January 1, 2024 (“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 aimee cekau stubbs, astubbs1@broward.edu. 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 based on any software, books, articles or any other materials (“Materials”) used by Vendor in accordance with this Contract. 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 shall issue a Termination for Default Notice. The College may pursue 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. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. 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 or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. 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, 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 \$(see Exhibit A) in general liability insurance, \$(see Exhibit A) in automobile liability insurance, \$(see Exhibit A) in professional liability insurance, and all Florida statutorily required workers' compensation insurance. 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.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. 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.

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. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

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, Childcare services, Janitorial Services, Food Services and Security. 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 "IMMIGRATION." 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. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

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 additional terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Interpreting Services For The Deaf, LLC</u>	Tax ID No.	<u>45-2801443</u>
Authorized Representative	<u>Eugene Whitton</u>	Title	<u>Owner/ managing member</u>
Address	<u>2440 Madison St. Hollywood, FL 33020</u>	Telephone	<u>305-764-2929</u>
Signature of Vendor	<u>Eugene A. Whitton</u>	Date	<u>12/18/20</u>
Attested By Name (type)	<u>DWAYNE M. MEEHAN</u>	Title	<u>_____</u>
Signature of Attester	<u>Dwayne M. Meehan</u>	Date Signed	<u>12-18-2020</u>

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 12/10/2020 _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

OBJECTIVE. The objective of this Contract is for American Sign Language Services, Video Remote Interpreting Services, and/or Communication Access Realtime Translation (CART) Services. Vendor will facilitate effective communication for deaf and/or hard of hearing students, employees and College visitors both in person and in the virtual environment as needed.

This Contract is not a guarantee of work, nor a guarantee that a minimum dollar amount is allocated for payment of Sign Language Services.

The College will issue Purchase Orders to authorize the services.

SCOPE OF SERVICES.

The demand for services is variable regarding hours, credential requirements, and locations requesting services.

1. DEFINITIONS

American Sign Language (ASL) is a visual-gestural communication system, which functions, as do all other languages, to provide a common system of symbols and grammatical rules to facilitate the exchange of messages between its users. Sign languages incorporate the dynamic expressions of the hands, body, and face into syntax in a spatial medium.

Communication Access Realtime Translation (CART) is the immediate conversion of the spoken word to text, similar to real-time captioning. The text is streamed, the moment the words are spoken, to the internet or directly to one or more computers. The CART text is then viewed by an individual or projected for a group to see.

Video Remote Interpreting is a video telecommunication service that uses devices such as web cameras or videophones to provide American Sign Language.

2. QUALIFICATIONS OF SIGN LANGUAGE INTERPRETERS

2.1 American sign language interpreters assigned to the College shall be professionally certified or credentialed by at least one of the following agencies:

- National Association of the Deaf (NAD) – Interpreter Assessment Program.
- Registry of Interpreters for the Deaf (RID) – National Testing System/National Interpreter Certification.
- Florida Registry of Interpreters for the Deaf (FRID) – Quality Assurance.



- Florida RID Educational Interpreter Evaluation System (EIE).
- Educational Interpreter Performance Assessment.

2.2. The competencies of interpreters must include, but not be limited to:

- Proficiency in interpreting or as evidenced by appropriate interpreting credentials.
- An excellent command of English including an extensive academic-related vocabulary and ability to spell.
- Ability to voice-to-sign interpret a message presented at a normal speaking rate.
- An excellent command of American Sign Language and/or Signed English.
- Ability to sign-to-voice interpret messages produced by deaf students and deaf adults into appropriate spoken English.
- Knowledge of hearing loss and its potential impact on a student's functioning ability in a classroom setting and an employee's functioning in the workplace.
- Have at least a high school diploma or its equivalent.
- Knowledge of a broad range of accommodations in the regular classroom for students who are deaf and/or hard of hearing.
- Knowledge of and ability to apply the NAD/RID Code of Professional Conduct.

3. VENDOR SERVICES AND RESPONSIBILITIES

- Provide qualified interpreters at locations, dates and times designated by the College.
- Report any changes in interpreter assignments, prior to the change, by phone to the designee. This includes those assignments for which an interpreter cannot remain at the site for the duration of the assignment.
- Report by phone or text message, to the designee, any inability to fill a request, prior to the start of the requested time.
- Provide accurate invoice to the College on a monthly basis.
- Inform and get approval from the College personnel for any changes in interpreter assignment or break in service. This includes immediate notification of consumer absence for the purposes of reassignment. A twenty-four (24) hour cancellation policy will not apply if such notification and opportunity for reassignment is not provided to the College.
- Assign interpreters as requested by the College, to provide services for any given location throughout Broward County on any given day. Contracted interpreters may be assigned to more than one school/location across the county, on any given day, depending upon needs determined by the College.



- Provide Interpreting services that may vary in length and time, dependent upon the needs of the students, employee, and/or parents. Each assignment will be billable for a minimum of two hours. Assignments that require two (2) interpreters must be approved by the College designee prior to the service.
- Not make or receive phone calls during interpreting time or engage in other non-interpreting-related activities that take away from the assignment or the professionalism of Vendors.
- Follow the NAD-RID Code of Professional Conduct at all times. This includes acceptable standards of confidentiality, linguistic and professional competence, impartiality, ethical business practices, and appropriate interpreter attire.

4. QUANTITIES

- Prices offered shall remain firm for the initial three-year Contract.
- The quantities listed on the Cost Proposal Form are estimated quantities to be ordered throughout the Contract period for each item and are not a guaranteed.
- The College does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the selected Vendor plead misunderstanding or deception because of such estimated quantities or of the character, location of work, or other conditions pertaining thereto.
- Actual quantities ordered throughout the Contract period may be greater or lesser than the proposal 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.

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

Contract Renewal(s). The term of the Contract may, by mutual agreement between the College and the Vendor(s), upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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



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 Vendor or to review its needs to re-solicit.

INSURANCE REQUIREMENTS. Proof of the following insurance will be furnished by any Vendor 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 \$2,000,000
 - Products – Completed Operations \$2,000,000Policy must contain Contractual liability coverage.

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

- c. 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/>

BROWARD COLLEGE EXHIBIT A-1

PRICING AND FEES

Unit of Measure	Estimated Quantity per Year	Description	Unit Price USD	Total USD
American Sign Language Services				
Hour	500	Hourly rates weekdays (Monday – Friday) – 2 hours minimum	\$70.00	\$35,000.00
Hour	200	Hourly rates weeknights (Monday – Friday) – 2 hours minimum	\$75.00	\$15,000.00
Hour	100	Hourly rates weekends (Saturday – Sunday) – 2 hours minimum	\$75.00	\$7,500.00
			Total	\$57,500.00
			Grand Total (for 3 years)	\$172,500.00
Video Remote Interpreting Services				
Hour	500	Hourly rate weekdays (Monday – Friday)	\$65.00	\$32,500.00
Hour	200	Hourly rate weeknights (Monday – Friday)	\$70.00	\$14,000.00
Hour	100	Hourly rate weekends (Saturday – Sunday)	\$70.00	\$7,000.00
			Total	\$53,500.00
			Grand Total (for 3 years)	\$160,500.00
Communication Access Realtime Translation (CART) Services				
Hour	500	Hourly rate weekdays (Monday – Friday)		
Hour	200	Hourly rate weeknights (Monday – Friday)		
Hour	100	Hourly rate weekends (Saturday – Sunday)		
			Total	
			Grand Total (for 3 years)	



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

December 27, 2023

AZUR CART & CAPTIONING
18801 N Dale Mabry Hwy #155
Lutz, FL 33548

Attn: Jodie Casal, President
Email: jcasal@azurcaptions.com

Dear Ms. Casal,

This letter shall serve to provide notice of Broward College’s intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **RFP-2020-109-OA** for **AMERICAN SIGN LANGUAGE & CART SERVICES (American Sign Language Services, Video Remote Interpreting Services, and CART Services)**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance. The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: January 1, 2024 through December 31, 2024

If there are any questions, please feel free to contact Orlando Aponte, Senior Director, Procurement, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

TYPE/PRINT NAME Jodie Casal	TITLE President
SIGNATURE 	DATE 12/30/23

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of January 1, 2021 between the District Board of Trustees of Broward College, Florida (“College”) _____ and Azur CART & Captioning (“Vendor”) _____ (collectively, the “Parties”), will be in effect until January 1, 2024 (“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 aimee cekau stubbs, astubbs1@broward.edu. 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 based on any software, books, articles or any other materials (“Materials”) used by Vendor in accordance with this Contract. 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 shall issue a Termination for Default Notice. The College may pursue 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. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. 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 or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. 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, 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 \$(see Exhibit A) in general liability insurance, \$(see Exhibit A) in automobile liability insurance, \$(see Exhibit A) in professional liability insurance, and all Florida statutorily required workers' compensation insurance. 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.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. 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.

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. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

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, Childcare services, Janitorial Services, Food Services and Security. 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 "IMMIGRATION." 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. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

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 additional terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Azur CART & Captioning</u>	Tax ID No.	<u>81-3413065</u>
Authorized Representative	<u>Jodie Casal</u>	Title	<u>President</u>
Address	<u>18801 N. Dale Mabry, #155 Lutz, FL 33548</u>	Telephone	<u>8138020773</u>
Signature of Vendor	<u><i>Jodie Casal</i></u>	Date	<u>11/5/20</u>
Attested By Name (type)	_____	Title	_____
Signature of Attester	_____	Date Signed	_____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

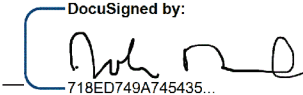
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title SVP Finance & Operations

Signature  Date 12/10/2020

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

OBJECTIVE. The objective of this Contract is for American Sign Language Services, Video Remote Interpreting Services, and/or Communication Access Realtime Translation (CART) Services. Vendor will facilitate effective communication for deaf and/or hard of hearing students, employees and College visitors both in person and in the virtual environment as needed.

This Contract is not a guarantee of work, nor a guarantee that a minimum dollar amount is allocated for payment of Sign Language Services.

The College will issue Purchase Orders to authorize the services.

SCOPE OF SERVICES.

The demand for services is variable regarding hours, credential requirements, and locations requesting services.

1. DEFINITIONS

American Sign Language (ASL) is a visual-gestural communication system, which functions, as do all other languages, to provide a common system of symbols and grammatical rules to facilitate the exchange of messages between its users. Sign languages incorporate the dynamic expressions of the hands, body, and face into syntax in a spatial medium.

Communication Access Realtime Translation (CART) is the immediate conversion of the spoken word to text, similar to real-time captioning. The text is streamed, the moment the words are spoken, to the internet or directly to one or more computers. The CART text is then viewed by an individual or projected for a group to see.

Video Remote Interpreting is a video telecommunication service that uses devices such as web cameras or videophones to provide American Sign Language.

2. QUALIFICATIONS OF SIGN LANGUAGE INTERPRETERS

2.1 American sign language interpreters assigned to the College shall be professionally certified or credentialed by at least one of the following agencies:

- National Association of the Deaf (NAD) – Interpreter Assessment Program.
- Registry of Interpreters for the Deaf (RID) – National Testing System/National Interpreter Certification.
- Florida Registry of Interpreters for the Deaf (FRID) – Quality Assurance.



- Florida RID Educational Interpreter Evaluation System (EIE).
- Educational Interpreter Performance Assessment.

2.2. The competencies of interpreters must include, but not be limited to:

- Proficiency in interpreting or as evidenced by appropriate interpreting credentials.
- An excellent command of English including an extensive academic-related vocabulary and ability to spell.
- Ability to voice-to-sign interpret a message presented at a normal speaking rate.
- An excellent command of American Sign Language and/or Signed English.
- Ability to sign-to-voice interpret messages produced by deaf students and deaf adults into appropriate spoken English.
- Knowledge of hearing loss and its potential impact on a student's functioning ability in a classroom setting and an employee's functioning in the workplace.
- Have at least a high school diploma or its equivalent.
- Knowledge of a broad range of accommodations in the regular classroom for students who are deaf and/or hard of hearing.
- Knowledge of and ability to apply the NAD/RID Code of Professional Conduct.

3. VENDOR SERVICES AND RESPONSIBILITIES

- Provide qualified interpreters at locations, dates and times designated by the College.
- Report any changes in interpreter assignments, prior to the change, by phone to the designee. This includes those assignments for which an interpreter cannot remain at the site for the duration of the assignment.
- Report by phone or text message, to the designee, any inability to fill a request, prior to the start of the requested time.
- Provide accurate invoice to the College on a monthly basis.
- Inform and get approval from the College personnel for any changes in interpreter assignment or break in service. This includes immediate notification of consumer absence for the purposes of reassignment. A twenty-four (24) hour cancellation policy will not apply if such notification and opportunity for reassignment is not provided to the College.
- Assign interpreters as requested by the College, to provide services for any given location throughout Broward County on any given day. Contracted interpreters may be assigned to more than one school/location across the county, on any given day, depending upon needs determined by the College.



- Provide Interpreting services that may vary in length and time, dependent upon the needs of the students, employee, and/or parents. Each assignment will be billable for a minimum of two hours. Assignments that require two (2) interpreters must be approved by the College designee prior to the service.
- Not make or receive phone calls during interpreting time or engage in other non-interpreting-related activities that take away from the assignment or the professionalism of Vendors.
- Follow the NAD-RID Code of Professional Conduct at all times. This includes acceptable standards of confidentiality, linguistic and professional competence, impartiality, ethical business practices, and appropriate interpreter attire.

4. QUANTITIES

- Prices offered shall remain firm for the initial three-year Contract.
- The quantities listed on the Cost Proposal Form are estimated quantities to be ordered throughout the Contract period for each item and are not a guaranteed.
- The College does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the selected Vendor plead misunderstanding or deception because of such estimated quantities or of the character, location of work, or other conditions pertaining thereto.
- Actual quantities ordered throughout the Contract period may be greater or lesser than the proposal 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.

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

Contract Renewal(s). The term of the Contract may, by mutual agreement between the College and the Vendor(s), upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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



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 Vendor or to review its needs to re-solicit.

INSURANCE REQUIREMENTS. Proof of the following insurance will be furnished by any Vendor 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 \$2,000,000
 - Products – Completed Operations \$2,000,000Policy must contain Contractual liability coverage.

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

- c. 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/>

BROWARD COLLEGE EXHIBIT A-1 | PRICING AND FEES

Unit of Measure	Estimated Quantity per Year	Description	Unit Price USD	Total USD
American Sign Language Services				
Hour	500	Hourly rates weekdays (Monday – Friday) – 2 hours minimum	\$72.00	\$36,000.00
Hour	200	Hourly rates weeknights (Monday – Friday) – 2 hours minimum	\$72.00	\$14,400.00
Hour	100	Hourly rates weekends (Saturday – Sunday) – 2 hours minimum	\$72.00	\$7,200.00
			Total	\$57,200
			Grand Total (for 3 years)	\$171,600.00
Video Remote Interpreting Services				
Hour	500	Hourly rate weekdays (Monday – Friday)	\$70.00	\$35,000.00
Hour	200	Hourly rate weeknights (Monday – Friday)	\$70.00	\$14,000.00
Hour	100	Hourly rate weekends (Saturday – Sunday)	\$70.00	\$7,000.00
			Total	\$56,000.00
			Grand Total (for 3 years)	\$168,000.00
Communication Access Realtime Translation (CART) Services				
Hour	500	Hourly rate weekdays (Monday – Friday)	\$82.00	\$41,000.00
Hour	200	Hourly rate weeknights (Monday – Friday)	\$82.00	\$16,400.00
Hour	100	Hourly rate weekends (Saturday – Sunday)	\$82.00	\$8,200.00
			Total	\$65,600.00
			Grand Total (for 3 years)	\$196,800.00

