



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to issue a standard agreement (purchase order) with NVR Solutions, Inc for the renewal delivery tracking software service during FY 2024-25 by utilizing bid-wavier (information technology) Fiscal Impact: \$1,595.00 (Cumulative \$16,660.00)

Presenter(s): Donald Astrab, Interim President and Executive Vice President, Chief Operating Officer

What is the purpose of this contract and why is it needed? The purpose of this agreement is for Broward College's Material and Mail Services Department to utilize NVR Solution's product Qtrak, a cloud-based software to track packages that were received by vendors and track packages that were delivered college-wide. This cloud-based software stores all tracking numbers, pictures of the items and recipients signatures in the cloud-based storage. No personal data (students/faculty/staff) is stored in this database.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers.

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, CC0065, GL64500.

Has Broward College used this vendor before for these products or services? Yes (through a PO).

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

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? No.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Supporting college operations. Not Applicable.

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: \$1,595.00 CC0065, BU201, FD100, PG000208

08/20/24 CC0065 · College Stores and Receiving Operations

(\$1,595.00)

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs

7/30/2024

INVOICE

NVR Solutions
303 SW 10th St
Fort Lauderdale, FL 33315

ira@artofsending.com
(954) 389-2433
http://artofsending.com

pitney bowes
Business Partner



Bill to

Broward College
AccountsPayable
6400 NW 6th Way, 3rd Floor
Ft. Lauderdale, FL 33309

Ship to

Broward College
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Shipping info

Ship via: Web
Ship date: 06/19/2024

Invoice details

Invoice no.: 2377
Terms: Net 30
Invoice date: 06/19/2024
Due date: 07/19/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Qtrak	Tracking Software annual renewal (6/16/24-6/15/25)	1	\$1,595.00	\$1,595.00

Total **\$1,595.00**

Ways to pay



Review and pay




























APPROVAL PATH: 12411 NVR Solutions, Inc. - Software Renewal FY2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
2	Alina Gonzalez	Review		 Completed	
3	Raj Mettai	Review		 Completed	
4	Natalia Triana-Aristizabal	Review 		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Zaida Riollano	Procurement Approval		 Completed	
7	Christine Sims	Budget Departmental Review		 Completed	
8	Rabia Azhar	CFO Review		 Completed	
9	Legal Services Review Group	Review and Approval for Form and		 Completed	
10	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
12	Board Clerk	Agenda Preparation		 Pending	
13	District Board of Trustees	Meeting	12/10/24 11:00 AM	 Pending	



**EXHIBIT "A" to Purchase Order
STATEMENT OF WORK**

Description of Services: Qtrak is a cloud-based software used for tracking packages and mail. The reason for this software is for accountability, logistical improvement, risk management and record keeping. No student, faculty or staff information will be shared with Qtrak or it's proprietors.

Payment

The payment will be made annually via Purchase Order to NVR Solutions. Annually budgeted through College Stores and Receiving's Cost center CC0065/BU201/FD100.

Locations

Mail personnel on these campuses will utilize this software to record receiving, tracking and delivering of packages.

A. Hugh Adams Central Campus
3501 Davie Rd.
Davie, FL 33314

Cypress Creek Admin. Center / Online Campus
6400 N.W. 6th Way
Ft. Lauderdale, FL 33309

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



**EXHIBIT "A" to Purchase Order
STATEMENT OF WORK**

North Campus

1000 Coconut Creek Blvd.

Coconut Creek, FL 33066

Willis Holcombe Center

111 East Las Olas Blvd.

Bldg. 33

Ft Lauderdale, FL 33301

Total Consideration Payable for the Services: \$1,595.00 FY 2024-25.

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

- 1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum-Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.
- 2. Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.
- 3. Taxes.** BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.
- 4. Travel Expenses.** If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.
- 5. Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.
- 6. Indemnification.** For value received, the Vendor shall indemnify and hold the BC, 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 Agreement. 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 Agreement. This paragraph shall survive the expiration or termination of this Agreement.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

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

15. Governing Law, Sovereign Immunity and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity,

including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

16. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

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

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

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

compatible with the information technology systems of the BC

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

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

18. Information Technology. If Vendor has access to any of the College's technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to *indemnify, hold harmless and defend College against* any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

19. Compliance with Export Control Regulations. The Vendor acknowledges they must comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

20. PCI DSS. If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

21. Deletion. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Click or tap here to enter text.
MVR Solutions, Inc
By: [Signature]
Name: Era Wennkopf
Title: President
Date: 9/23/24