



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize an increase in fiscal authority and 3 year renewal with Leepfrog Technologies, Inc. (RFP-2021-057-JH - CATALOG MANAGEMENT SOLUTION) to purchase the CourseLeaf system to streamline the updating, editing, and publishing of the academic catalog. Fiscal Impact: \$94,000 spent over three years based on approved budget (cumulative \$577,980.00).

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

What is the purpose of this contract and why is it needed? The purpose of this contract is to implement and utilize a Catalog Management System that will revolutionize the management, updating, and publishing of the academic catalog at Broward College. This system will serve as a comprehensive solution, streamlining the catalog update process, enhancing workflow management, and ensuring seamless integration with the College's student information system and curriculum management system. Additionally, the integration of a section for the student handbook within the catalog aims to provide students with easy access to essential information, policies, and resources, thereby enhancing their overall experience and engagement with Broward College.

What procurement process or bid waiver was used and why? The Request for Proposal (RFP) process was selected as the procurement method for acquiring the Catalog Management System due to its ability to foster competition, encourage innovation, and ensure that the chosen solution aligns precisely with Broward College's unique requirements.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, this is an expenditure which was established at the last June Board of Trustees meeting.

What fund, cost center and line item(s) were used? FD100, CC0058; (64500) College Catalog and CC0014 (64500) Curriculum Services.

Has Broward College used this vendor before for these products or services? Yes, this is our current vendor.

Was the product or service acceptable in the past? Yes, the product was and continues to be acceptable.

Was there a return on investment anticipated when entering this contract? There was no anticipated return on investment with this contract.

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

Does this directly or indirectly feed one of the Social Enterprise tactics and how? The implementation of the Catalog Management System directly contributes to Broward College's Social Enterprise tactics. It guarantees access to higher education by providing an easily accessible platform for students and community members to explore academic offerings. The system empowers student development through real-time updates and personalized course planning, responding to distinct student needs. Additionally, it creates impactful career

connections by aligning academic information with career pathways, fostering informed decision-making and advancing a globally competitive workforce.

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:

Renewal of license for an additional 3-year period at \$94,000 based on approved budget from Fund 100 Unrestricted Funds CC0014 Curriculum Services and CC0058 College Catalog.

03/19/24

CC0014 · Associate Vice President Academic Affairs

(\$94,000.00)

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs
























2/16/2024

APPROVAL PATH: 11854: Leepfrog Technologies (RFP-2021-057-JH - CATALOG MANAGEMENT SOLUTION) Amendment 2

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Donald Astrab	Vice Provost Review		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



**#2 AMENDMENT TO THE COURSELEAF SERVICE AND SOFTWARE
(RFP-2021-057-JH) AGREEMENT**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 20____,
by and between

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

and

LEEPFROG TECHNOLOGIES, INC.
(hereafter referred to as “Vendor” or “Leepfrog”),
a company,
who is located at
2451 Oakdale Blvd, Suite 100, Coralville, IA 52241

WHEREAS, the parties entered into the **CourseLeaf Service and Software Agreement** (RFP-2021-057-JH) with an Effective Date of September 21, 2021 (“SSA”) (attached hereto as Appendix A and incorporated herein by reference) to purchase Vendor’s Catalog Management system;

WHEREAS, the parties entered into the **#1 Amendment to the SSA** with an Effective Date of February 9, 2022 (“**#1 Amendment**”) (attached hereto as Appendix B and incorporated herein by reference and which, together with the SSA, shall collectively be referred to as the “**SSA Agreement**”) to add federal funding provisions and to expand the scope of work to include Vendor’s Curriculum Management system; and

WHEREAS, the parties desire to amend the SSA Agreement as set forth herein;

NOW and **THEREFORE**, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the SSA Agreement as follows:

1. **Term.** The SSA Agreement is renewed for a three (3) year period from September 21, 2024 through September 20, 2027.
2. **Student Handbook.** The Vendor will add the College’s Student Handbook to the current scope of work at a fixed price of \$5,000 per the quote attached hereto and incorporated

herein as Appendix C. The development project will be scheduled on the execution of this amendment.

3. **Cost.** The renewal years, which reflect ongoing/subscription costs for support services for the Catalog Management system and which shall, after implementation of the Student Handbook is complete, also include support services for the Student Handbook, are priced at \$27,234.06 per year with an annual increase of 4% per year.

The one-time, fixed price of the implementation costs of the project referenced in #2 is \$5,000.

ITEM	COST
Implementation of Student Handbook	\$5,000
Catalog Subscription (Sept. 2024 - Sept. 2025)	\$27,234.06
Catalog Subscription (Sept. 2025 - Sept. 2026)	\$28,323.42
Catalog Subscription (Sept. 2026 - Sept. 2027)	\$29,456.36
TOTAL	\$90,013.84

4. **Curriculum Management System.** This #2 Amendment does not renew or otherwise affect the term or scope of the Parties' agreement as it pertains to the Curriculum Management system.
5. **Authority.** Each person signing this #2 Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this #2 Amendment 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 #2 Amendment.
6. **No further modifications.** All remaining terms in the SSA Agreement remain the same, including but not limited to any rights of termination by the College, which all parties hereto acknowledge and agree remain 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 #2 Amendment to the CourseLeaf Service and Software Agreement on the date first written above.

FOR VENDOR

LI DocuSigned by: _____ TECHNOLOGIES, INC.
 B. Greg Soare
 25E54C04D5B2477...

Name Greg Soare

Title Vice President, Higher Ed Accounts

Date 4/23/2024

FOR COLLEGE

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____

Date _____



Appendix C

January 17, 2024

Karen Parker
Associate Vice President, Curriculum Services Broward College
111 East Las Olas Blvd Fort Lauderdale, FL 33301

Re: STUDENT HANDBOOK STATEMENT OF WORK

Project Objective

This Statement of Work (SOW and/or Work Order) outlines our proposal to implement a student handbook into Broward College's catalog.

Broward College has implemented their catalog and would like to add on the migration and publication of their student handbook. The most recent publication can be found here: [student-handbook.pdf \(broward.edu\)](#)

Project Scope

Scope will include a standard migration, editing, and publish process for a CAT implementation, mirroring the phases and milestones of a typical CAT timeline. This will not include an on-site consultation and we will use specifications from the existing College catalog. Broward college will also be able to produce a separate PDF of the handbook using the PDF TOC editor.

There will be a separate search for both the catalog and the handbook. If a user searches from the home page

<<https://catalog.broward.edu>>, then the search will return results for the catalog in its entirety. If a user searches from the handbook <<https://catalog.broward.edu/handbook/>>, then the search will only return results from the handbook.

Additional development work is out of scope.



Project Cost

The cost for this project is \$5,000 (five thousand dollars) and is a fixed fee.

Project Timeline

This project is estimated to take approximately 6-8 weeks to complete and will be managed by the CourseLeaf Implementation Team.

Upon return receipt of this executed Statement of Work a start date and timeline will be established.

This document, including its Exhibits, is considered a Statement of Work/Work Order, governed by the terms in the existing CourseLeaf SSA between the parties. Any request to change terms may require adjustments in pricing.

All fees are due thirty (30) days from date of signature below unless the existing SSA expressly provides otherwise.

The information in this letter is considered confidential and proprietary and we ask that you do not share it outside of your institution. This offer is valid one hundred and twenty (120) days from date of this letter. Upon return receipt of the signed SOW, Leepfrog will schedule a start time for this work based on resources and availability.

Sincerely yours,

Olie Burton III
Sr. Account Executive Leepfrog Technologies
2451 Oakdale Blvd., Suite 100
Coralville, IA 52241



EXECUTIVE SUMMARY

Recommendation that the Broward College Board of Trustees authorize the amendment to the agreement with Leepfrog Technologies, Inc. (RFP-2021-057-JH) to purchase the CourseLeaf system to streamline the updating, editing, and publishing of the academic catalog. Fiscal Impact: Estimated \$306,980.00 (cumulative \$567,980.00).

Presenter(s): Donald Astrab, VP, Operations, Analytics, and Communication
Karen Parker, District Director, Academic Affairs

Considerations: Academic Affairs - Curriculum Services is requesting approval for the purchase of Courseleaf Curriculum, a curriculum management system to streamline the updating, editing, and publishing of course information. The CourseLeaf Curriculum Inventory Management (CIM) Solution is a software based tool that streamlines an institution's course and program management process. The CIM Solution provides dynamic online forms for staff and faculty to electronically route and manage all course and program changes. This project will produce an integrated workflow engine, and course and program forms. The software will all for dynamic online forms to electronically route and manage all course changes.

Term. This Agreement shall initially be in effect for a period starting on the last executed signature for three (3) years after the last executed signature. After the Initial Term, this Agreement may be renewed, for a period of three (3) additional years (each a "Renewal Term") commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and Renewal Term shall collectively be referred to as "the Term"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

How does this impact student success: Integrating a curriculum management system with the Courseleaf catalog management system will allow for real-time updates to course and program information. Students will always receive the most up to date and accurate information in creating their academic plans.

What specific goal of the Strategic Plan is advanced through this action: Start, Succeed, Soar are all advanced through this software.

Small Business Firm (Yes, No, N/A): n/a

Broward Firm (Yes, No, N/A): n/a

FISCAL IMPACT:

Initial cost of approximately \$402,980 spent over initial 3-year period, with option to renew license for an additional 3-year period at \$165,000 based on approved budget for a total fiscal impact of \$567,980 (\$306,980 from CC0014 and \$261,000 from CC0058).

\$261,000.00 was previously approved in MT#8845.

12/07/21 CC0014 · Associate Vice President Academic Affairs

(\$306,980.00)

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs 11/29/2021

COMMENTS - Current Meeting:

Chair Fernandez called for a motion to authorize the amendment to the agreement with Leepfrog Technologies, Inc. (RFP-2021-057-JH) to purchase the CourseLeaf system to streamline the updating, editing, and publishing of the academic catalog.

Trustee Agrawal made the motion with a second by Vice Chair Zachariah. Vice Chair Zachariah made the motion with a second by Trustee Agrawal.

[Insert Vote] The motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Akhil Agrawal, Trustee
SECONDER:	Gloria Fernandez, Chair
AYES:	Gloria Fernandez, Matthew Caldwell, Zachariah Zachariah, Akhil Agrawal



#1 AMENDMENT TO COURSELEAF SERVICE AND SOFTWARE AGREEMENT

THIS AMENDMENT is made and entered into as of this 9th day of Feb, 2022,
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

Leepfrog Technologies, Inc.
(hereafter referred to as Entity),
a corporation,
who is located at
2451 Oakdale Blvd., Suite 100, Coralville, IA 52241

WHEREAS, the parties entered an Agreement with an Effective Date of September 21, 2021;

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the Parties seek to add the Federal Funding Addendum (Attachment 2) to the Contract so that BC may use federal funding for some of the services;

NOW and **THEREFORE**, the CourseLeaf Service and Software Agreement is amended as follows:

1. Add the Vendors September 29, 2021 proposal for the Curriculum Management (CIM) system to the work scope of the Contract (see Attachment 1 below).
2. Exhibit A is amended to add \$166,980 for a new Agreement total of \$285,711 to cover the additional cost of adding the CIM module.

- 3. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
- 4. **No further amendments.** All remaining terms in the Agreement remain the same.

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

FOR ENTITY

LEE DocuSigned by: NOLOGIES, INC.
By *Greg Soare*
25E54C04D5B2477...

Name Greg Soare

Title Vice President, Higher Education Accounts

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

DocuSigned by:
By *Jeffrey Nasse*
CE71DBD3F9B8460...

Name Jeffrey Nasse

Title Provost & SVP Academic Affairs





Attachment 1

Ms. Karen Parker
6400 NW 6th Way
Fort Lauderdale, FL 33309

September 29, 2021

Dear Ms. Parker,

RE: CourseLeaf Curriculum SOW

Dear Karen,

This letter outlines our proposal for our industry leading CourseLeaf Curriculum Management system. This is specific to Broward College and builds on our discussion and the information you have provided so far. It is effective for sixty (60) days from this date and is based on a student FTE count of 25,000. Should the number of students vary materially from this number, we can provide an adjusted quote. This quote is based on the terms in our standard contract; requests to change terms may require adjustments in pricing.

The pricing breakdown with details is listed under Exhibit A – Fees below.

We view this proposal as a complete solution based on our understanding of your specific needs, but we would be happy to discuss modifications to pricing and/or scope, if desired.

All information in this letter is considered confidential and proprietary. We ask that you do not share it outside of your institution.

We are excited about the opportunity to help you with your curriculum management needs, and we look forward to speaking further with you.

Sincerely yours,

Kevin Stejskal
Senior Account Executive
CourseLeaf from Leepfrog Technologies
2451 Oakdale Blvd, Suite 100
Coralville, IA 52241

Exhibit A – Fees to Attachment 1

Implementation Costs

COURSELEAF CURRICULUM (CIM)*	
License	\$93,000
Implementation Services (consultation, configuration, development, migration, training)	\$73,980
CIM SIS Sync (verifies CIM data matches student information system data)	Included
CIM SIS Bridge (links CIM to student information system such as Banner or Campus Solutions)	Included
Subtotal CourseLeaf CIM	\$166,980
Total Implementation Cost for CourseLeaf Products – CIM	
	\$166,980

Ongoing/Subscription Costs for Support Services†

ONGOING/SUBSCRIPTION SUPPORT SERVICES†	
CourseLeaf CIM	\$27,780

Total Ongoing/Subscription Costs for CourseLeaf Products - CIM
\$27,780

*CourseLeaf Curriculum (CIM) includes courses and programs. If you plan to use CIM for any other purposes (e.g. course evaluations, or policy management, etc.), notify your Leepfrog Sales Account Executive as additional data, implementation time and cost may be required. If you plan to implement CIM Courses separately from CIM Programs, notify your Leepfrog Sales Account Executive as additional schedule, scope and cost may apply.

**CourseLeaf Professional Services (CPS), if included (as referenced in the pricing table above). There are three types of professional services: i) student experience (Impact), ii) CourseLeaf admin user experience and iii) technical experience services (Inform). CourseLeaf CPS may include but is not limited to Data Source Consulting, Content Strategy, CAT Impact for Creative Design, Extended CIM Project Consulting, Extended CLSS Consulting, Add on Training, PATH Impact and others. Pricing quoted in this Exhibit A for CPS Optional Services

is valid for one (1) year following Execution Date of this Agreement.

***In cases of dual purchase of CourseLeaf Catalog (CAT) and Section Scheduler (CLSS), Licensee/Subscriber will be provided with a single instance of Focus Search, which Licensee/Subscriber may elect as either CourseLeaf Catalog (CAT) Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

EXHIBITS:

Exhibit A - Fees

Exhibit B - CourseLeaf Curriculum Inventory Management (CIM) Statement of Work

Exhibit B – CourseLeaf Curriculum Inventory Management (CIM) Statement of Work to Attachment 1

1. Introduction

1.1 Objective Scope and Deliverables

A. Workflow Engine and Course and Program Forms

The CourseLeaf Curriculum Inventory Management (CIM) Solution is a software based tool that streamlines an institution's course and program management process. The CIM Solution provides dynamic online forms for staff and faculty to electronically route and manage all course and program changes. This project will produce an integrated workflow engine, and course and program forms developed to the specifications provided by the Client. The result of these products will be the Client's programmatic ability to automatically route these new forms through the workflow engine, with the software acting as the determinant for approval paths based on preconfigured workflows. In addition, the CIM Solution will:

- Alert departments to a change and identify program requirements impacted by the change;
- Include editing tools that log reviewer time, date, and comments;
- Generate print-on-demand PDF files used in governance and committee meetings;
- Publish program information directly into the CourseLeaf Catalog (CAT) software.

If clients plan to use CIM for any other purposes (e.g. course evaluations or policy management etc.), they must notify their Leapfrog Sales Manager as additional data, implementation time and cost may be required.

B. Course and Program Forms Functionality

The Course (CIM/Course) and Program (CIM/Program) form functionality will include:

- An online electronic environment hosting the forms and proposals;
- Data input fields for each form;
- Ability to attach multiple files;
- Workflow to manage approval and sharing of information;
- Reports to track the each form as it moves through the workflow process;
- Single sign-on access using a username/password.

Leapfrog creates Course (CIM/Course) and Program (CIM/Program) forms with a tool called Form Builder. During Business Requirements Gathering, the client will determine what fields are included in each form based exclusively on their curriculum process and decision making requirements.

C. Tracking Changes

The Curriculum Inventory Management (CIM) Solution tracks changes made to content within the system, during both the approval cycle and between approved versions. Throughout the reviewing and approval workflow process, users can view the differences made between the last approved content and the new proposed content.

Users may also review the changes made by other selected users. Administrators are able to view changes between any two versions of approved content. Changes to content are visually displayed, and hardcopies of these displays may be printed.

For example, deletions are in red strikethrough and additions are in bold green. Red/Green mark up only applies to edits to existing proposals; new proposals within the software do not assume the Red/Green changes.

D. Authentication Services

The software uses existing campus authentication systems which prevents the need for new login names and passwords. Shibboleth via InCommon or CAS is preferred, and LDAP is acceptable. CourseLeaf software is currently hosted by Leepfrog and runs on Windows servers. The CourseLeaf software does not restrict the number of users who may use accounts on the system or who may simultaneously access the system.

2. Staffing, Roles and Responsibilities

2.1 Primary Contact

At the CIM Welcome meeting, the parties agree to each identify by title, email address, telephone number. The parties will also agree to each name a primary contact on their side, who will then act as the designated individual(s) for exchanging information between parties. Each party can update their designated primary contact with written notice to the other.

All information exchanged between parties is time sensitive. The receipt of the Business Requirements is critical for a successful CIM implementation. In designating these points of contact, the parties agree these individuals are the only persons who will send and accept communications, specifications and deliverables for the project.

In keeping with the integrity of the primary contact, it is the responsibility of each parties' primary contact to share and distribute project and status information within their own company. For example, Leepfrog's primary contact is responsible for updating Leepfrog's sales and support organizations.

The client's primary contact is responsible for updating their project and sponsor stakeholders throughout the development and implementation process, including client's use of Leepfrog's Client Responsive Project Schedule. To facilitate this responsibility, Leepfrog requires the primary contact to be supported by a Steering Committee comprised of client's key stakeholders. See the section titled "Steering Committee Resources Required from Client" for more information.

2.2 Steering Committee Resources Required from Client

The Client's primary contact must be supported within their organization by a Steering Committee. The Steering Committee is comprised of members that the client identifies as representing the skills listed below. These members are critical to the development as the CIM Solution, as they will provide the most accurate Business Requirements, specifications and other pertinent information necessary for project completion. Leepfrog requires the following client personnel actively participate throughout development and implementation:

- Client Project Sponsor – the financial sponsor and executive decision maker;
- Client Business Manager – subject expert(s), plan to dedicate 20+% time depending on stage of project;
- Client Workflow Lead – subject expert(s) supporting curriculum, governance and faculty needs for both substantive and nonsubstantive changes;
- Client Forms and Programs Lead – subject expert(s) with functional expertise plan to dedicate 50-100% time throughout the project;
- Client SIS Lead – subject expert(s) with expertise in how data is displayed;

- Client IT Lead – subject expert(s) with IT expertise, plan to dedicate 40-60 hours particularly in the early stages of the project for authentication, DNS, and course data extracts.

Leepfrog cannot specifically identify, by title, who is required on the Steering Committee; or how many full time hours are required for the completion of any one task, or the time required for compilation any sets of data. However, Leepfrog can identify the data required, the functional expertise, and the standard timeline required for the CIM Solution implementation.

The Client should plan on internal constituency involvement for periodic concentrated efforts to review forms, functionality, and approve decisions.

2.3 Client Responsibilities

The client will fulfill the following responsibilities:

- i. Designate and task a primary contact with authority and responsibility for the following:
 - Overall management and decision making throughout project.
 - Share project scope, schedule and cost information with Client Steering Committee.
 - Interface with Leepfrog Implementation personnel.
 - Delivery of all documentation and information to Leepfrog.
 - Coordinating the assignment of responsibilities within their organization.
 - Ensuring key administrators and End Users participate in testing and training
 - Execute Substantively Completed Specifications.
 - Ensure key participants, prepare for, attend and participate joint meetings and reviews.
- ii. Establish Client Steering Committee of client's subject experts that represent the views of all relevant constituencies and identify decision makers for each constituency.
- iii. Gather, compile and submit complete and accurate Business Requirements.
- iv. Comprehensively test courses and provide all areas of feedback.
- v. Establish an initial level of data structure, as well as author policies and workflow configuration (IT personnel and/or Functional personnel).
- vi. Provide guidance and instruction on integrating CourseLeaf from technical perspective (IT personnel).
- vii. Provide responses to and jointly discuss Technical Intake documents.
- viii. Provide feedback on the implementation of specifications at the appropriate intervals during the project. Feedback and edits must be given through a primary contact.
- ix. Jointly evaluating the Test Environment with Leepfrog, and providing input to course correct.

2.4 Leepfrog Responsibilities

For the Fee agreed upon by the parties and in the payment schedule as agreed upon, Leepfrog will:

- i. Identify project Business Requirements through Client's specifications and workflow.
- ii. Review submitted Business Requirements with Client.
- iii. Develop Rough Draft of Client's customized CIM Solution.
- iv. Conduct real time joint review with Client in the Review Session.
- v. Finalize Requirements into Substantively Completed Specifications.

vi. Sync Test and Migrate Client Data.

Leepfrog will manage the development and implementation of the customized CIM Solution using the Client Responsive Project Schedule and provide status throughout the project.

3. Dependencies

The three most important dependencies necessary for a successful launch of a CIM Solution are:

- Client Responsive Project Schedule;
- Business Requirements and Specifications
- Testing and Feedback

3.1 Client Responsive Project Schedule

Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding Client Work. Clients are encouraged to turn in materials at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.

3.2 Business Requirements and Specifications

Leepfrog custom develops CIM solutions based solely and expressly on the client's specifications. A client's specifications and necessary data are called Business Requirements, which are the essential items needed to begin project development. This generally includes:

- Current Course and Program forms:
 - Documentation of form field specifications for the CIM/Course and CIM/Program forms;
- Workflow Specifications:
 - Documentation of workflow;
- Student Information System (SIS) data;
- CIM Course and Program Questionnaires;
- SIS Questionnaires;
- Updated subject- to-department mapping spreadsheet;
- Automated SFTP Process;
- Setup complete and authentication turned on;
- Support user account;
- SSL setup Document or Banner SIS;
- SSL certificate;
- General site set up document provided by Leepfrog;
- DNS Mapping;
- Authentication set up document provided by Leepfrog;
- User provisioning administration information.

It is the Client's responsibility to accurately gather the needed Business Requirements and provide them in a timely manner. Since the CIM Solution is customized to the Client's institution specifications and needs, Leepfrog cannot begin the development process until the appropriate Business Requirements are delivered.

Often in the beginning of the CIM Implementation process, Leepfrog may discover gaps in the Client's current processes. Examples include forms that may be outdated, incomplete, or do not capture process exceptions or alternatives; or workflow processes that the client wishes to revise and/or modify through the implementation of CourseLeaf.

To facilitate the CIM implementation process, Leepfrog advises clients to review and revise current processes and forms as needed, to ensure the CIM Business Requirements submitted reflect the client's desired process moving forward.

3.3 Testing and Feedback

Thorough testing and feedback to CourseLeaf are essential to ensuring a fully functional CIM Solution for the client's institution. The involvement of Client's key team members ensures the specification as developed meet the needs of each area of campus.

4. Project Schedule Timeline and Milestones

Client Responsive Project Schedule and Milestones

4.1 Welcome Call

At the start of the CourseLeaf project, the Steering Committee will meet the Leepfrog Implementation Team for each of the CourseLeaf modules (CAT, CIM, and CLSS) on the "Welcome Call." The Welcome Call is a high-level meeting designed to introduce teams, confirm project scope, and identify subsequent steps, depending on which CourseLeaf module is implemented first. After the Welcome Call, a CIM Orientation will be scheduled between the Client and Leepfrog to discuss Business Requirements and the implementation process.

4.2 CIM Orientation, Business Requirements and Kickoff

In the one hour CIM meeting, the Steering Committee will meet the Client Services Manager (CSM). This meeting is designed to confirm project scope and needs. Furthermore, the institution's functional and technical team members will be informed what Business Requirements are needed to begin implementation. The CIM Orientation will also cover the CIM Implementation milestones.

After the Client submits their Business Requirements, Leepfrog will review the SIS data, curriculum forms, workflow documentation, process questionnaire responses, and any other supplemental information submitted. Leepfrog will compile questions and clarifications needed as a result of this review. This process generally takes seven to ten days after receiving the Business Requirements.

Once Business Requirements are completed and verified by Leepfrog, Leepfrog will notify the client with a Kickoff email that the CIM project development and implementation is starting.

4.3 Joint Review Meeting, Leepfrog Form Building & Workflow Setup

After Kickoff, Leepfrog and the client will meet to discuss the client's forms and data, and workflow, and how the Business Requirements will be used to build a functional prototype in preparation of the Consultation meeting. It will take approximately four hours to discuss the forms and data, and approximately ninety minutes to discuss workflow.

Following the Joint Review Meeting, Leepfrog's Implementation team will begin building the functional prototype in preparation for the Consultation.

4.4 Pre- Consultation Activities

Approximately three weeks after the Joint Review Meeting, the Pre Consultation Training step occurs. This step is divided in two parts; first an introduction of the Consultation for

30 minutes, and second, the Training for 90 minutes. This step is scheduled approximately one week before the Consultation, so clients will have time to familiarize themselves with the initial forms.

During Pre Consultation Training, the CSM will walk through the first draft of the customized forms and answer any questions in preparation for the Consultation. The CSM will also provide the test site address and login details for further exploration and testing of the newly drafted forms in CIM.

Leapfrog will then hold an internal Pre Consultation meeting. The Client Services Manager, Business Analyst, Developer and Implementation Consultant discuss the outcome of the Joint Review Meeting and initial development of Client forms. As an outcome of this meeting, the Implementation Consultant will be prepared to facilitate the Consultation and make recommendations on how CIM can best meet the Client's business needs.

4.5 Consultation

The Consultation is a meeting spanning one to two days depending on the implementation plan. A Leapfrog Implementation Consultant will review the forms developed by the Leapfrog Implementation team using decisions made at the Joint Review Meeting.

During the Consultation, the Implementation Consultant will update the specifications on the forms in real time as decisions are made through the day. Both Leapfrog and the Client will take notes on the specifications discussed.

By the conclusion of this meeting, requested specifications are considered final. Development and form updates will begin after specification documentation is finalized, and any additional materials/information identified at the Consultation is received.

4.6 Post Consultation Debrief and Substantively Complete Specifications

Following the Consultation visit, Leapfrog debriefs to review the Client's and the Implementation Consultants notes regarding the events and decisions of the Consultation. After compiling the Client and Implementation Consultant notes a final specification document will be put together to be reviewed on the joint post Consultation debrief.

Approximately one week after the Internal Post Consultation Debrief, Leapfrog and the Client will meet to review specifications and obtain any final decisions, information, and/or materials needed for development. If there are any discrepancies between the Client specifications and Implementation Consultant specifications, additional time may be needed for the Leapfrog team to review for accuracy.

Once all Post Consultation notes are reviewed and verified, Leapfrog and the Client will determine the Substantively Complete Specifications. These indicate that the specs have been agreed upon and verified, and the Client has provided all necessary information and materials. It is the standard used for Leapfrog and the Client to signify when project implementation development can progress.

If the Client wishes to extend the period of review of the Substantively Complete Specifications or has not submitted the necessary information and materials, signoff may be delayed. This will postpone the delivery of the CIM Solution until the Client provides Leapfrog with spec signoff and all necessary information and/or materials. Once

Substantively Complete Specifications have been approved, Leepfrog and the Client will need to reevaluate the remaining implementation schedule.

When Substantively Complete Specifications are finalized and signed, Leepfrog project development will begin the following week. Leepfrog development will span approximately two weeks.

4.7 Client Testing

Approximately one week after Leepfrog development work is completed and agreed upon specifications are in place, the Client Services Manager will schedule a training session. A member of the Leepfrog training team will conduct a webinar session on the Client's forms as updated and developed per specifications post Consultation. Leepfrog's training staff will teach administrators how to use and test the customized CIM forms. This training will detail all of the features in place on the CIM forms that will need to be evaluated in testing. To conclude the training session, the forms will be delivered to the Client to begin testing.

Clients are encouraged to test their CIM Solution as much as possible in order to produce feedback for the Review session. Clients will view forms to observe the data mapping, form dynamics and workflow. Leepfrog encourages the Client's End Users and other key personnel to participate throughout testing. As the Client tests, they are expected to keep record of any questions, concerns, exceptions or modifications for each testing scenario. The record of testing will contain the following information:

- Form being tested;
- Specific Field on the Form;
- Description of how the Field currently works;
- Description of how the Client wants the Field to work;
- If there is an Error Report, include description and example of how Error appeared.

Leepfrog will provide the Client with a spreadsheet for capturing this information, and will accept any reporting form provided these five pieces of information are included, if preferred.

4.8 Review Session, Final Testing and Final Form Sign Off

Approximately one to two weeks following the closure of Client testing, the Review session will be scheduled. Review sessions are collaborative webinars with the Client's Steering Committee and the Leepfrog Implementation team. During the Review session, Leepfrog and the client will collaboratively review the testing feedback, and Leepfrog will implement modifications in real time.

After the Review session, the updated customized forms will be turned back over to the Client for a second round of testing. The Client will identify specific catalog content locations and specific CIM program form fields into which the catalog content will be migrated. This spreadsheet must be filled out completely before the final forms can be signed off on.

After receiving the Client's second round of testing feedback, the Client Services Manager will implement any changes needed in the following week. The CSM delivers the final form to the Client with the flattened form PDF(s) for final sign off on the forms that they fulfill the Substantively Complete Specifications.

4.9 Synchronization (Sync) Testing

Synchronization Testing is performed to verify the data from CIM matches the course data in the SIS. During Sync Testing, the Client's SIS data populates within the CIM Solution once every 24 hours. The Client will be able to make changes which impact the SIS, and both parties will review the data as it moves throughout the CIM Solution. During this real time process, issues are identified and resolved, allowing the Client's SIS expert to update SIS and SFTP files as needed.

At the close of this collaborative process, the forms are now processing data and populating fields on the 24-hour cycle. After Sync Testing, a QA will be performed on the forms. After the QA, Leepfrog will prepare to move the CIM Solution from a test environment to a production environment.

4.10 Deployment to Production, Data Migration and Transition to Support

After successful Sync testing, the Client Services Manager will work with the Client to appropriately time the moving of the forms from the test environment to the Next environment, which is the production stage for CIM. A second QA of the forms will be done following the promotion to Next. Deployment to the Next stage marks the completion of the CIM course implementation process.

After the CIM forms are moved to Next, the Leepfrog Implementation Team will perform a onetime migration of existing programs from the catalog into the CIM Program form. Migration marks the completion of the CIM Solution implementation process.

4.11 Training

Leepfrog will provide training to the Client's staff personnel on use of the CIM Solution. Training is available following delivery and is scheduled according to the Client's availability.

Administrators will receive training on managing their CIM environments via webinar. Administrators will be trained on workflow, role and account management, syncing, viewing course and program history, user provisioning, general settings, ScribeStart (if applicable), and other relevant aspects of CIM. After administrators receive their final training, the last step in the project development process is training End Users. As part of the contract signed for both CAT and CIM forms, clients will receive one training.

If the Client has already used their training:

End User Training will be administered via webinar for up to four (4) separate sessions each lasting approximately one hour OR clients can request a Statement of Work for additional training.

If the Client has **not** already used their training:

Leepfrog will provide training via webinar or onsite as mutually agreed and as available.

In both cases, trainers will prepare End Users on how to submit changes to Courses and Programs and other pertinent functions. These include searching and viewing records, workflow, red/green mark-ups, viewing course and program history, shredding, approving pages, and other relevant aspects of CIM.

4.12 Notice of Delivery and Transition to Support

After the CIM forms have been moved to the Next environment and migration of the CAT data into CIM programs has been completed, Leepfrog will transition the CIM forms from implementation to support.

Leepfrog will advise of delivery of your customized CIM and transition Client out of development and implementation activities to Ongoing/Subscription Support Services. From this point forward, Leepfrog Support will be the Client's primary contact.

4.13 Change Notification

After Leepfrog begins development of the software per the Substantively Complete Specifications, changes the Client wishes to make to their CIM Solution will be made using a Statement of Work (SOW) and may require additional scope, schedule and cost. A SOW is issued when the changes a client wants to make affect the scope, Business Requirements, schedule or budget of the CIM Solution.

5. Out-of-Scope

Leepfrog reviews the Client's Business Requirements to determine the scope of the Client's project needs. After implementation is complete, further customization of any data is subject to the Ongoing/Subscription Support Services Agreement where additional time and cost may apply.

Ongoing/Subscription Support Services is provided for the CIM solution as delivered, including through the first year of operation. Any customized changes made after delivery will be performed with a new Statement of Work. The new Statement of Work will include the cost to perform the work, and additional Ongoing/Subscription Support Services may be included.

Leepfrog will work with clients if they elect to modify their CIM Solution outside the scope of their initial Statement of Work. Partial and split implementations are considered outside the scope. Other modifications can include, but are not limited to: splitting functionality; identifying a baseline functionality or deferring a secondary level of functionality; modifying the number or identification of data fields; deferring any parts or fields of the implementation; or dynamic forms for information such as experiential courses. Tracking proposer edits within the CIM Solution begins during Implementation and moves forward in time while viewing the historical of edits prior to Implementation is out of scope for this SOW.



Attachment 2 Broward College
Federally Funded Projects Addendum

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

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

**NON-CONSTRUCTION CONTRACT OR
PURCHASE ORDER**

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R.
§§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency(EPA).

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act(18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the

BROWARD COLLEGE
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United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

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

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

Vendor's Name:

Leepfrog Technologies, Inc.

Address, City, State, and Zip Code:

2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241

Phone Number:

319-337-3877

Printed Name and Title of Authorized Representative:

Greg Soare

Email Address:

gsoare@courseleaf.com

Signature of Authorized Representative:

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

DocuSigned by:

Greg Soare

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Date: 2/17/2022



EXECUTIVE SUMMARY

Broward College Board of Trustees authorized an agreement with Leepfrog Technologies, Inc., for a system (Courseleaf) to work with the Academic Catalog. Fiscal Impact: Estimated \$180,000.00; spent over initial 3-year period. Plus \$81,000 for the renewal term for a total Fiscal Impact of \$261,000.

Presenter(s): Karen Parker, District Director, Academic Affairs

Considerations: Academic Affairs - Curriculum Services is requesting approval for the purchase of Courseleaf, a catalog management system to streamline the updating, editing, and publishing of the academic catalog. The system will integrate with Workday, manage catalog workflow, and track and archive all edits. Students will be able to search their Program of Study, plan, and discover courses to take through an easy and accessible mobile and online interface. The software will allow us to publish to the web, mobile, and PDF; with print-on demand functionality.

Term. This Agreement shall initially be in effect for a period starting on the last executed signature for three (3) years after the last executed signature. After the Initial Term, this Agreement may be renewed, for a period of three (3) additional years (each a "Renewal Term") commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and Renewal Term shall collectively be referred to as "the Term"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

How does this impact student success: The project improves opportunities for students in several ways. First and foremost, it provides students with far more accessibility to the catalog, so all students can explore programs and paths to completion in alignment with their specific catalog year. Also, important is the ability to implement curriculum updates to the catalog in real time. This is currently not possible - a significant advance for the college curriculum and its official manifestation of the curriculum.

What specific goal of the Strategic Plan is advanced through this action: Start, Succeed, Soar are all advanced through this software.

Small Business Firm (Yes, No, N/A): n/a

Broward Firm (Yes, No, N/A): n/a

FISCAL IMPACT:

Initial cost of approximately \$180,000 spent over initial 3-year period, with option to renew license for an additional 3-year period at \$81,000 based on approved budget for a total fiscal impact of \$261,000 from CC0058.

08/10/21

CC0058 · College Catalog

(\$261,000.00)

Jeffrey Nasse
Jeffrey Nasse, Provost and SVP of Academic Affairs

7/25/2021

Jeffrey Nasse
Jeffrey Nasse, Provost and SVP of Academic Affairs

7/25/2021



C O U R S E L E A F

THE PROCESS OF ACADEMIC CHANGE

CATALOG ■ CURRICULUM ■ SCHEDULE ■ SEARCH

CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and The District Board of Trustees of Broward College, Florida ("Licensee" or "Client" or "Subscriber"), located at 111 East Las Olas Blvd, Fort Lauderdale, Florida 33301 United States.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee/Subscriber wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee/Subscriber in accordance with the terms and conditions of this SSA.
- C. Licensee/Subscriber and Leepfrog wish to enter into a cooperative agreement to enable Licensee/Subscriber to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee/Subscriber certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee/Subscriber agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Application(s)"** means an academic catalog management system and modules to generate, manage and deliver information products to internal and external consumers and End Users.
- 1.2 **"Business Requirements"** The gathering and review of Licensee/Subscriber's data which includes and may not be limited to the following: course and program specifications, workflow specifications and student information system (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data, words, images, graphics, fonts, property and other content Licensee/Subscriber requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include, separately and any combinations thereof, but are not limited to the modules of CAT, CIM, CLSS, Syllabi and PATH, including its respective piece parts and related offerings.
- 1.5 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee/Subscriber which are required to satisfy the Technical Requirements as identified during implementation or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee/Subscriber, and upon or within which the implementation is dependent and the Software is intended for use, if any.
- 1.6 **"Developer Partner Program"** means Leepfrog's program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.7 **"Documentation"** means this SSA and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee/Subscriber by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.8 **"Effective Date"** means the date of the last signature to this SSA.
- 1.9 **"Emergency Support"** means Leepfrog technical support services available after Hours of Operation.
- 1.10 **"End Users"** means those persons who are faculty, agents and/or staff of the Licensee/Subscriber who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee/Subscriber who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee/Subscriber's information systems department or independent contractors engaged by the Licensee/Subscriber who are tasked with support and maintenance of the Licensee/Subscriber's information technology systems.

- 1.11 **"Enhancement Request"** means a request by Licensee/Subscriber to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.12 **"Fix"** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.13 **"Leepfrog Branding"** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.14 **"Leepfrog Technology"** means the CourseLeaf Products, computer Software and supporting Documentation supplied by Leepfrog to Licensee/Subscriber under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment product, and the intellectual property rights contained therein.
- 1.15 **"Hours of Operation"** means Leepfrog's standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog. Leepfrog's Ongoing//Subscription Support is accessible and available twenty-four hours a day, seven days a week (24/7).
- 1.16 **"Fees"** are the monies due and owing to Leepfrog from Licensee/Subscriber for the CourseLeaf Products and Services. Licensee/Subscriber payment is due in accordance with the payment terms in Exhibit A.
- 1.17 **"Ongoing/Subscription Support Services"** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee/Subscriber during the Term.
- 1.18 **"Problem"** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee/Subscriber providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.19 **"Protected Data"** means data relating directly or indirectly to a living individual from which it is practicable for the identity of the individual to be directly or indirectly ascertained, including the student's name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. "Protected Data" includes but not limited to information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.20 **"Services"** means the installation, implementation, configuration, migration, training, support, ongoing/subscription support services, subscription services, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee/Subscriber pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.21 **"Software"** shall mean the Applications for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee/Subscriber by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.22 **"Statement of Work" or "SOW"** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this SSA. SOWs shall be executed by both parties and bound by the terms and conditions of this SSA, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.23 **"Subscription Services"** means a purchase by prepayment for receiving Services. Leepfrog will, as a service, provide Licensee/Subscriber and its End Users with online access to and use of the Leepfrog Technology and the Software hosted remotely on servers operated by or on behalf of Leepfrog.
- 1.24 **"Technical Requirements"** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this SSA and its Exhibits.
- 1.25 **"Term"** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.26 **"Test Environment"** means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee/Subscriber's academic departments, and the related documentation.
- 1.27 **"Test Environment Period"** means the period commencing upon the date any work whatsoever is performed on Licensee/Subscriber's catalog and continuing until the date modifications recommended by the Leepfrog's test environment group are incorporated.
- 1.28 **"Updates"** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.

- 1.29 **"Upgrades"** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.30 **"Virus"** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee/Subscriber's software, firmware, hardware, wireless communications device, computer system or network.
- 1.31 **"Work Order"** means a document describing the technical services Leepfrog will provide and may be part of a Statement of Work. All Work Orders will serve as an Exhibit to this SSA and be bound by the terms and conditions of this SSA unless otherwise expressly provided and agreed in the Statement of Work.

2. License/Subscription Service.

- 2.1 Subject to payment of the Fees described in this SSA, and Licensee/Subscriber compliance with the terms and conditions of this Agreement, Leepfrog grants a limited, worldwide, nonexclusive, nontransferable and nonassignable license to the Documentation, Leepfrog Technology and the Software and access to its Subscription Services. Such access and use rights shall be worldwide, nonexclusive, nontransferable, non-assignable and solely for Subscriber's business purposes, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee/Subscriber cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology or Subscription Services for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. To the extent the Service, including Subscription Services, includes access to any source code of the Leepfrog Technology, Licensee/Subscriber hereby covenants that it will not modify such source code in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee/Subscriber after expiration or termination of this Agreement, unless otherwise expressly stated herein.
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- 3.1 Between Licensee/Subscriber and Leepfrog, Licensee/Subscriber acknowledges that Leepfrog owns all right, title, and interest in and to the Software, Subscription Service, Documentation, CourseLeaf Products and Leepfrog Technology

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- 3.3 Except as set forth in Section 2.4 and 3.4, nothing in this SSA shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee/Subscriber's marks by Leepfrog shall inure to the benefit of Licensee/Subscriber, and all use of Leepfrog marks by Licensee/Subscriber shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.4 Licensee/Subscriber and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee/Subscriber. Licensee/Subscriber may request retrieval or delivery of their Client Content and catalog information residing on Leepfrog's servers at any time.
- 3.5 Licensee/Subscriber agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee/Subscriber's attention during the use of the Leepfrog Technology and Subscription Services and such ideas for enhancements will be owned by Leepfrog, and Licensee/Subscriber hereby assigns and agrees to assign to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6 Licensee/Subscriber agrees to provide the appropriate use license(s) to Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their

images, graphics, fonts or other property that is requested by Licensee/Subscriber to be placed either on the web site and/or in the print catalog of the Licensee/Subscriber's CourseLeaf product on Licensee/Subscriber's behalf.

- 3.7 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. Any improvements, enhancements, customizations or other modifications made to the Leepfrog Technology and the Subscription Services together with any new intellectual property generated under the Developer Partner Program shall be owned by and vest exclusively in Leepfrog upon creation. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the Documentation shall be in electronic form, together with access to the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a Leepfrog hosted environment which Licensee/Subscriber may access pursuant to this Agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee/Subscriber as outlined in the respective Exhibits. These Services may include but are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is determined by Leepfrog. Should Licensee request additional customizations, provide additional specifications or data, the parties will review and jointly agree on a Statement of Work and additional scope, schedule and cost may apply. All Ongoing/Subscription Support Services provided to Licensee/Subscriber by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this SSA, not to make additional charges for delays caused by Licensee/Subscriber in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee/Subscriber is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing/Subscription Support Services.
- 5.2 Other Modifications. Licensee/Subscriber acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be provided for Licensee/Subscriber use, as well as other parties. To the extent Licensee/Subscriber requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensee/subscribers.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work and/or Work Order shall control.

6. Security and Protected Data.

- 6.1 Licensee/Subscriber has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures designed to protect the Protected Data held by Licensee/Subscriber and required by Leepfrog to perform the Services, from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog's sole responsibility will be to store and process such Protected Data consistent with the Data Security and Processing Policy as set forth in Exhibit C. Licensee/Subscriber shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee/Subscriber as between the Licensee/Subscriber and Leepfrog.
- 6.2 Licensee/Subscriber has control over and may limit their specifications and the type of Protected Data to provide to and be used by Leepfrog, and this may limit some of the available CourseLeaf features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder, that Licensee/Subscriber shall not send or transmit such health or financial information to Leepfrog and will indemnify Leepfrog as provided in Section 13 Indemnification below.

- 6.3 Leepfrog's Software and Services may require certain Protected Data, whether from the Licensee/Subscriber's student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. Some of the Protected Data may be public information such as Licensee/Subscriber's Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)). Leepfrog receives Protected Data from Licensee/Subscriber under the school official exemption of FERPA.
- 6.4 In some cases, Leepfrog may use Amazon Web Services ("AWS") to host CourseLeaf Products and Services under this SSA. Specifically, for Leepfrog's Canadian clients, Leepfrog utilizes Canadian servers. Amazon represents that AWS is ISO/IEC 27001 certified and compliant. More information about AWS can be found at <https://aws.amazon.com/compliance/iso-27001-faqs/>. Licensee/Subscriber acknowledges that is familiar with AWS's policies with respect to processing data in Licensee/Subscriber's home-country and that Leepfrog cannot and will not be held responsible to Licensee/Subscriber or anyone else for Amazon's actions or omissions with respect to Licensee/Subscriber's Protected Data.
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- i. PATH operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee/Subscriber's security and encryption protocols and does not transmit such data to Leepfrog or Leepfrog third parties.
 - ii. Accordingly, Leepfrog warrants (a) the PATH application, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Protected Data to unauthorized recipients or unintended recipients including Leepfrog's employees, agents or subcontractors, and (b) no Leepfrog employee, agent or subcontractor shall use PATH to disclose Protected Data to unauthorized recipients or unintended recipients.
 - iii. Further, subject to Section 6.5(iv), Leepfrog will indemnify and hold harmless Licensee/Subscriber from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee/Subscriber from any such diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a breach of the warranty in Section 6.5(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leepfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because Leepfrog has no control over security measures associated with the student's device, Licensee/Subscriber's network environment or Licensee/Subscriber's authentication process, Leepfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees, Leepfrog will provide the Services as detailed in the respective Exhibits attached hereto.
- 7.2 Client Responsive Project Schedule. Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Licensee/Subscribers have the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee/Subscriber by Leepfrog or requested by Licensee/Subscriber, to facilitate the use of the Leepfrog Technology shall be in the form of an exhibit, Statement of Work and/ or Work Order. Licensee/Subscriber must be current with all Fees due under this SSA prior to Leepfrog providing any additional products or services, whether under separate exhibit, SOW or Work Order.
- 7.4 Licensee/Subscriber is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee/Subscriber acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to a disclosure of Licensee/Subscriber's Confidential Information.

- 7.5 Licensee/Subscriber hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber.

8. Fees.

- 8.1 In consideration for the License and Services provided hereunder, Licensee/Subscriber agrees to pay the Fees during the Term in accordance with the payment terms in Exhibit A.
- 8.2 All payments to Leepfrog from Licensee/Subscriber shall be made by electronic funds transfer, ACH transfer, check, money order or cashier's check, in U.S. currency, on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.
- 8.3 Until Licensee/Subscriber provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee/Subscriber shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee/Subscriber.
- 8.4 Leepfrog will separately invoice Licensee/Subscriber for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW or Work Order. If Licensee/Subscriber fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee/Subscriber to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services, including Subscription Services, if Licensee/Subscriber fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee/Subscriber. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee/Subscriber for delay or damage caused because of such suspension of Services.
- 8.6 Where applicable, Licensee/Subscriber shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee/Subscriber.

9. Licensee/Subscriber Obligations.

- 9.1 Licensee/Subscriber agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee/Subscriber's database environments, data services technical requirements, decision making, workflow and more as required to facilitate Leepfrog's provision of Services and Software in accordance with this Agreement. Should Licensee/Subscriber be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee/Subscriber's expense.
- 9.2 Licensee/Subscriber shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee/Subscriber's technical obligations. Licensee/Subscriber will designate at least one Licensee/Subscriber employee qualified to address technical support issues.
- 9.3 Licensee/Subscriber shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, configure, implement and maintain the Software for use by Licensee/Subscriber. Licensee/Subscriber agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber.
- 9.5 In the event Licensee/Subscriber elects to self-host the CourseLeaf product solution, Licensee/Subscriber shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog

Technology. Licensee/Subscriber shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee/Subscriber will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee/Subscriber is responsible for all ongoing maintenance of Licensee/Subscriber systems.

- 9.6 Client Responsive Project Schedule. Licensee/Subscriber agrees to actively engage in and respond to the Client Responsive Project Schedule for each CourseLeaf implementation, as defined in Section 7.2.
- 9.7 During the Test Environment Period, Licensee/Subscriber agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing/subscription support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule. Notwithstanding any other provision of this Agreement, Licensee/Subscriber acknowledges that the Test Environment is provided to Licensee/Subscriber "as is" and Leepfrog makes no warranty as to its use, reliability or performance.

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- 10.2 Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects its own Confidential Information (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensee/subscribers or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee/Subscriber agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee/Subscriber or any Licensee/Subscriber agent, as contemplated herein and as provided in this SSA.
- 10.4 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; or, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; or (iii) publicly available without breach of this SSA; or, (iv) known to the receiving party prior to its receipt from the disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction or required to be disclosed by law, in which case the party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.
- 10.5 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the

Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers trade secrets and, (ii) dispute the release of information.

- 10.6 Licensee/Subscriber acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee/Subscriber breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.7 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Each of Leepfrog and Licensee/Subscriber warrant that it has full power and authority to enter into this SSA.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further represents and warrants to Licensee/Subscriber that the Leepfrog Technology as delivered and as made available through the Subscription Service to Licensee/Subscriber for production use, shall: (i) perform in accordance with this SSA and Documentation; ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any catalog information without Licensee/Subscriber's consent.
- 11.4 Leepfrog warrants that it shall maintain reasonable safeguards and controls designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used including through the Subscription Service with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software. The parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee/Subscriber's use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. NEITHER THE LICENSED SOFTWARE OR THE SERVICES, INCLUDING SUBSCRIPTION SERVICE, ARE DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee/Subscriber is alleged or found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee/Subscriber's sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the Licensee/Subscriber for the initial license costs of products licensed, along with all implementation services provided.
- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS

SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT CONTENT PROVIDED BY LICENSEE/SUBSCRIBER.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for three (3) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement may be renewed, by mutual written agreement of the Parties and upon the Clients final approval, for a period of three (3) years (the "Renewal Term") commencing upon the expiration of the Initial Term (the Initial Term and the Renewal Term, if any, shall collectively be referred to assignment as "the "Term"), . The Parties agree such Renewals shall be of the same formality as this Agreement.
- 12.2 Termination for Convenience. Licensee/Subscriber may terminate in any Renewal Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided the amount of time as noted herein to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof (60 days to cure); (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 or 16.3 (20 days to cure); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors (90 days to cure); (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party (90 days to cure); or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably (90 days to cure).
- 12.4 Effective Date of Termination. Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective as provided in Section 12.3. In all other cases, termination shall be effective thirty (30) days after written notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.5 Obligations/Effect of Termination. Upon the termination of this SSA for any reason:
- i. all license rights to access and use the Leepfrog Technology, Software and Service, including the Subscription Service, granted under this SSA shall terminate; and,
 - ii. Licensee/Subscriber shall immediately pay to Leepfrog all amounts due and outstanding under this Agreement, including any Fees listed on any Exhibit or Statement of Work or Work Order as of the date of such termination; and,
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. within ten (10) days after termination of this Agreement, Licensee/Subscriber shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee/Subscriber's possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee/Subscriber pays the standard Fee for such Services.
- 12.6 Survival. In the event of any termination or expiration of this SSA for any reason, Section 2.1-2.2 License; Section 3.1-3.3 Ownership; Section 5.3 Modifications; Section 6 Security and Protected Data; Section 7.3 Services; Section 8.1 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12.4 and 12.6 Termination; Section 15.1-15.2 Limitation of Liability; and Section 16.3 Miscellaneous shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.7 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.8 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee/Subscriber beyond the term of any particular appropriation of funds by Licensee/Subscriber state legislature, or beyond any federal funds granted to Licensee/Subscriber, as may exist from time to time. Licensee/Subscriber reserves the right to terminate the Agreement with sixty (60) days advance written notice should

Licensee/Subscriber state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee/Subscriber to continue payments or if federal grant funds are discontinued, provided that Licensee/Subscriber shall not use any Leepfrog Technology or any CourseLeaf Module as a result of such Non-allocation. In the event funds are no longer awarded and are not available to Licensee/Subscriber, and with sixty (60) days advance written notice Licensee/Subscriber may terminate this Agreement and cease the use of all CourseLeaf products subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee/Subscriber, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee/Subscriber, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee/Subscriber's breach of this Agreement or results from Licensee/Subscriber's misuse, modification or enhancement of the Software. Licensee/Subscriber shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee/Subscriber may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2 Licensee/Subscriber, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority or otherwise breaches Section 2.2 above, or any claim arising from a breach by Licensee/Subscriber of its obligations with respect to Protected Content under Section 6 and with respect to its obligations in Section 9 above; (ii) or related to the services provided by Licensee/Subscriber through the applications or representations, claims or statements including but not limited to in the catalog; or liability arising on account of Licensee/Subscriber's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee/Subscriber. Such obligation applies as limited by Section 768.28, Florida Statutes. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee/Subscriber prompt written notice of the claim. Leepfrog agrees to provide Licensee/Subscriber or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee/Subscriber's insurance carrier covers the claim, Leepfrog may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement. See Exhibit G, Section 8(k)(i) for more information.

14. Insurance.

- 14.1 Leepfrog will, at its own expense, procure and provide a Certificate of Insurance to Licensee within ten (10) days of execution of the SSA in evidence of the following
- A) Commercial General Liability Insurance:
 - i) Each Occurrence \$1,000,000
 - ii) General Aggregate \$2,000,000
 - iii) Excess Umbrella Liability \$3,000,000

Commercial General Liability to include, but not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers
 - B) Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis.
 - C) Automobile Liability Insurance covering all owned, non-owned and hired \$1,000,000.

- D) Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- E) Insurance Certification must contain a provision for notification to College (thirty) 30 days in advance of any material change in coverage or cancellation.

14.2 Insurance Certificate must reference must list the College as Additional Insured, as follows:

"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and CourseLeaf Services and Software Agreement resulting from RFP-2021-057-JH entitled CATALOG MANAGEMENT SOLUTION from date of commencement to six months after date of completion."

- 14.3 For any required policy provide coverage on a "claims-made" basis, insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work
- 14.4 The Insurance policies will be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

15. Limitation of Liability.

- 15.1 LICENSEE/SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE/SUBSCRIBER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE/SUBSCRIBER'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE/SUBSCRIBER AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS, SUBCONTRACTORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE/SUBSCRIBER UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE OR OTHER TORT, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE/SUBSCRIBER OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.
- 15.3 Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee/Subscriber's exclusive remedy for the functionality of the Leepfrog Technology, Software and Service shall be, at Leepfrog's option, either (a) return of the Fees paid for the portion of the Leepfrog Technology, Software and Service that gave rise to the liability or (b) update, repair or replacement of the relevant portion of the Leepfrog Technology, Software and Service.

16. Miscellaneous.

- 16.1 Understanding; Applicable Law. Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.
- 16.2 Notice. Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight or international courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.

- 16.3 Assignment. Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 16.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. If Licensee/Subscriber does not pay the applicable Fees for the use Leepfrog Technology, specifically CourseLeaf Modules, Licensee/Subscriber shall not use such CourseLeaf Modules in whole or in part during any such Force Majeure.
- 16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 Conflicts. In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, or any subsequent Statement of Work or Work Order, unless and only to the extent expressly stated otherwise in the Exhibit, Statement or Work or Work Order, the inconsistency or conflict will be resolved by giving precedence as follows: first, the terms of this SSA, then the terms specified in the applicable Statement of Work or Work Order, and finally the terms of the Exhibits.
- 16.8 Severability. If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 Entire Contract. This SSA, Exhibits, Statements of Work and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee/Subscriber or End Users accept during download, use or installation of Software. For the duration of this SSA, this SSA supersedes the terms on or referenced by any purchase orders Licensee/Subscriber may provide and such additional terms contained in or referenced by a Licensee/Subscriber purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.
- 16.11 Disputes. Any dispute, claim, differences or questions arising in relation to this SSA or the breach thereof shall be referred in the first instance to the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer of Licensee/Subscriber, or their designated representative, who shall meet together and attempt to settle the dispute between themselves (acting in good faith). If the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer, or their designated representative, of Licensee/Subscriber fail to resolve the Dispute within six (6) months, either party may escalate the dispute to mediation.
- 16.12 "E-Verify" which states "If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability, subject always to Section 12.5 above. ~~The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.~~

17. Group Purchase ("Piggyback") Provision.

- 17.1 In the event Licensee/Subscriber is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other

institutions of higher education within the same state system or purchasing cooperative as Licensee/Subscriber (each an "Affiliate Institution") the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also adjust the term period of an Affiliate Institution's license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee/Subscriber shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.


18.1 Leepfrog warrants the Leepfrog Technology, in its default public facing form, conforms to the W3C Web Content Accessibility Guidelines, version 2.1 ("WCAG 2.1") at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Content or specifications as submitted by Licensee/Subscriber to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client solution based expressly on Client Content and Licensee/Subscriber submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee/Subscriber's sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

THE DISTRICT BOARD OF TRUSTEES OF

BROWARD COLLEGE, FLORIDA

By: _____
Name: John Dunnuck
Title: SVP Finance & Operations
Date Signed: 9/21/2021

DocuSigned by:

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LEEPFROG TECHNOLOGIES, INC.

By: _____
Name: Greg Soare
Title: Vice President, Higher Education Accounts
Date Signed: 8/24/2021

DocuSigned by:

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EXHIBITS:

- Exhibit A - Fees
- Exhibit B - Ongoing/Subscription Support Services
- Exhibit C - CourseLeaf Data Security and Processing Policy
- Exhibit D - CourseLeaf Catalog (CAT) Capabilities and Services
- Exhibit E - Content Transition Services
- Exhibit F - CourseLeaf CAT Impact Professional Services (Recommended Optional Services)
- Exhibit G - Broward College Supplemental Addendum - General



Exhibit A – Fees

Implementation Costs

COURSELEAF CATALOG (CAT)	
Delivery Services (consultation, configuration, development)	\$32,490
Term License	\$55,000
Transition Services (content analysis, migration, assessment, installation, training)	\$30,490
Focus Search ***	Included
CAT Impact Program Filers (Valued at \$7,000)	Included
Subtotal CourseLeaf CAT	\$124,980
	% Discount Applied

Total Implementation Cost for CourseLeaf Products (CAT) \$118,731.00

Ongoing/Subscription Costs for Support Services†

ONGOING/SUBSCRIPTION SUPPORT SERVICES†	
CourseLeaf CAT	\$25,180

Total Ongoing/Subscription Costs for CourseLeaf Products \$25,580

*CourseLeaf Curriculum (CIM) includes courses and programs. If you plan to use CIM for any other purposes (e.g. course evaluations, or policy management, etc.), notify your LEEPfrog Sales Account Executive as additional data, implementation time and cost may be required. If you plan to implement CIM Courses separately from CIM Programs, notify your LEEPfrog Sales Account Executive as additional schedule, scope and cost may apply.

**CourseLeaf Professional Services (CPS), if included (as referenced in the pricing table above). There are three types of professional services: i) student experience (Impact), ii) CourseLeaf admin user experience and iii) technical experience services (Inform). CourseLeaf CPS may include but is not limited to Data Source Consulting, Content Strategy, CAT Impact for Creative Design, Extended CIM Project Consulting, Extended CLSS Consulting, Add on Training, PATH Impact and others. Pricing quoted in this Exhibit A for CPS Optional Services is valid for one (1) year following Execution Date of this Agreement.

***In cases of dual purchase of CourseLeaf Catalog (CAT) and Section Scheduler (CLSS), Licensee/Subscriber will be provided with a single instance of Focus Search, which Licensee/Subscriber may elect as either CourseLeaf Catalog (CAT) Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

Payment Schedule and Instructions

- A. Upon signature of this Agreement, Licensee/Subscriber agrees to pay the Fees listed in Exhibit A. LEEPfrog will invoice Fees in the following order and once a respective purchase order is issued. All fees are due within 45 days of LEEPfrog invoice:
 - i. All Implementation Fees for the CourseLeaf Catalog (CAT) Fees; or,
 - ii. In the event Licensee/Subscriber purchases other than CAT and/or multiple CourseLeaf modules (e.g. CIM, CLSS, Syllabi, PATH) LEEPfrog will invoice all Implementation Fees for the CourseLeaf module first to be implemented.
- B. For any CourseLeaf module invoiced in accordance with Paragraph A (i) or (ii) above, LEEPfrog will invoice Ongoing/Subscription Support Services Fees 365 days after the Effective Date of this Agreement and each succeeding Year follows the same 365-day invoice and payment term schedule.
- C. Where Licensee/Subscriber has purchased multiple CourseLeaf products, LEEPfrog will invoice the Implementation Fees of the second CourseLeaf module six (6) months after LEEPfrog begins Implementation of the first module or when LEEPfrog hosts the welcome/orientation project kickoff call for the second CourseLeaf module, whichever first occurs.
- D. For any module invoiced in accordance with Paragraph C above, LEEPfrog will invoice Ongoing/Subscription Support Services Fees 365 days after the invoice date as determined above, and each succeeding Year follows the same 365-day invoice and payment term schedule.

- E. Further, in those cases where Licensee/Subscriber has implemented more than one CourseLeaf module, Leepfrog may initially invoice the Ongoing/Subscription Support Fees of the second module on a prorated basis so that the annual support dates merge with the existing term of the first module and as established in paragraph B above.
- F. †All Ongoing/Subscription Support Fees shall increase on an annual basis by 4% commencing on the first renewal invoice of such Ongoing/Subscription Support.
- G. Fees for Optional CourseLeaf Professional Services (CPS) will be invoiced upon signature of an applicable Statement of Work or Work Order.

All amounts payable hereunder by Licensee/Subscriber shall be payable in United States Dollars without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Leepfrog and shall be delivered to Leepfrog by mail at the following address: Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435.

If Licensee/Subscriber is tax exempt, Licensee/Subscriber shall provide a copy of the appropriate tax exemption certification to Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com

All other costs or services, including additional products or services, customization or personalization or other services, shall be in the form of an exhibit, Statement of Work and/ or Work Order and will be invoiced in accordance with the Terms of this SSA.

Exhibit B – Ongoing/Subscription Support Services

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee/Subscriber is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing/Subscription Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee/Subscriber agrees to the following responsibilities:

- Designate point of contact for Licensee/Subscriber's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee/Subscriber authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee/Subscriber response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.
- Retain records and documentation of campus decisions and rationale concerning CourseLeaf implementation and functionality.
- Transfer knowledge concerning decisions and rationale to new Licensee/Subscriber points of contact.

1. Hours of CLHelp Support Services

Support Hours

CLHelp is available via phone, email and chat 24 hours a day every day.

2. How to report Issue and Establish CLHelpTicket

Licensee/Subscriber may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	CLHelp@CourseLeaf.com CLHelp@Leepfrog.com
Support Portal	https://helpspot.courseleaf.com/index.php , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877
Leepfrog User Community Chat	https://chat.courseleaf.com

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4.Product	Identify CourseLeaf product affected / impacted (CAT, CIM, CLSS, Syllabi or PATH).
5. Page(s), Course(s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.

7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.
11. Your Requested Due Date	Identify the Date / Time you request or require resolution to a reported Issue. Leepfrog will take every reasonable step and work with Clients to meet this Date/ Time, requested which in some cases may require the re-ordering of other open Issues.

4. How to check the status of an Issue

Navigate to the CourseLeaf Console (/courseleaf) in your NEXT site and click Helpspot Dashboard. All tickets opened for the Licensee/Subscriber will be listed with their ticket number, category, and status. Click the ticket number to review all communication between Leepfrog and the Licensee/Subscriber concerning the ticket. Alternatively, click the "Check on your request" link in the email response to view all communication.

By visiting <https://helpspot.courseleaf.com/index.php> and clicking "Check on a Request", Licensee/Subscriber can enter their access key and view the history of any Issue reported. The HelpSpot Dashboard contains a historical view of Licensee/Subscriber's reported Issues, including Category of Issue and Status of reported Issue.

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee/Subscriber requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee/Subscriber and are cross-trained to so all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensee/Subscribers are encouraged to reference this HelpSpot ticket number throughout the life of the Issue.

CourseLeaf Request Update

[View Request History](#)

Thank you for contacting CourseLeaf. Your request has been received and is being reviewed by our support team. Please note the information below as it will allow you to track the progress of your request online.

[Check your request online](#) | Access Key XXXXXXXXXX

5. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee/Subscriber with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee/Subscriber will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee/Subscriber will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee/Subscriber will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or

discontinuance of services, materially affects the manner in which Licensee/Subscriber utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee/Subscriber, discuss and jointly develop a plan with Licensee/Subscriber prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee/Subscriber which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

CLHelp Ticket Prioritization						
	S1	S2	S3	S4	S5	S6
	Public Defect	Next Defect	Licensee/Subscriber Requirement	Repair	Roadmap Enhancement	Client-Specific Enhancement
Software Behavior	Incorrect.	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is requested. See section below for more information.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee/Subscriber	Will be determined in joint discussion with Licensee/Subscriber	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee/Subscriber

Leepfrog is not responsible for correcting any errors in the Leepfrog Technology, Documentation or Software not attributable to Leepfrog including those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any Leepfrog Technology, Documentation or Software maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software or services on equipment other than the equipment for which the software was designed and licensed, unless such changes, including changes to equipment, are approved in writing by Leepfrog.
- Any alterations or additions to the software or services by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.

- Use of the software or services in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of software or services.
- Interconnection of the software or services with other software products not supplied or approved in writing by Leepfrog, including during times of transition by Licensee/Subscriber to a new or different service provider.

6. Classification of S3 Licensee Subscriber Requirement Ticket

Upon report of a Licensee/Subscriber requirement change request, Leepfrog will review the information reported and will classify based on the information below. Support assessment and scheduling availability is required.

Clarification of Issue Reported			
	Classification Description	Support Response	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	CLHelp will make changes as requested and communicate date change may be reviewed.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.

All change requests, urgent or otherwise, must be prioritized by Licensee/Subscriber and scheduled by Leepfrog. Some changes may be more pressing than others. Software that is functioning but is not meeting internal processes or infrastructure needs of the Licensee/Subscriber may be prioritized over software change requests for enhancement of current module. Leepfrog will look to and rely on Licensees/Subscriber to determine prioritization. Based on Licensee/Subscriber prioritization, it may be necessary for Leepfrog to delay enhancements in order to resolve more urgent change requests.

7. Template Refresh

Template Refresh means Leepfrog's service to update your CAT Template look and feel to remain consistent with any Licensee/Subscriber branding changes. This service is available upon written request once each year on a limited basis. Functioning HTML, CSS and JavaScript must be provided and meet existing functionality. Comprehensive changes and updates are available as part of Leepfrog's Impact Services which may, in whole or in part, require a SOW and may include additional scope, schedule and cost. CLHelp will work with you to determine which refresh options best fit Licensee/Subscriber needs.

8. CourseLeaf Professional Services

Leepfrog's Professional Consulting Services are available to provide student-user-impact to your CourseLeaf products. This may result in specification changes and major modifications to CourseLeaf functionality. This work will require a SOW and may include additional scope, schedule and cost.

9. Software Updates

- Leepfrog provides an Update to CourseLeaf software annually which is delivered at the time the CourseLeaf Catalog (CAT) is advanced to the next catalog edition for editing.
- For Clients who do not have CourseLeaf CAT, the Update is delivered annually at a time determined by the Licensee/Subscriber. Licensee/Subscriber is required to accept an Update of software annually.

- Upon request, the Update to CourseLeaf may be delivered to a test environment, enabling Licensee/Subscriber review and test prior to production release.
- Leepfrog provides an Update to software created and maintained by CourseLeaf and installed in other systems, such as Transfer Packages and Bridge code.
 - The interaction with CourseLeaf software and these type software packages is vital to the proper functioning of the CourseLeaf module.
 - Updates to these other systems must be coordinated by CLHelp so that CourseLeaf is simultaneously updated.
 - Leepfrog does not recommend these type updates occur in PROD of the other systems.
- Add CourseLeaf to your release management process and contact Leepfrog upon changes to your SIS configuration, environments, network or security protocols. Changes to your SIS may adversely affect CourseLeaf and must be accounted for.
- The standard process for updating CourseLeaf will occur as follows. Depending on each Client's unique specifications, there may be modifications to the standard process. Check CLHelp if you have any questions.
 1. Licensee/Subscriber requests an advance of their CAT module;
 2. CLHelp
 - a. creates a patch to update all CourseLeaf modules and,
 - b. informs Licensee/Subscriber of updates to Transfer Package/Bridge code, as required;
 3. Licensee/Subscriber visits <https://swdist.courseleaf.com> and downloads and installs code in a non-production testing environment. Licensee/Subscriber provides access URLs as necessary to CLHelp;
 4. CLHelp applies Update patch to CourseLeaf TEST environment;
 5. Licensee/Subscriber tests both CourseLeaf software and the interaction with other systems;
 6. Licensee/Subscriber
 - a. informs CLHelp that testing is complete,
 - b. coordinates mutually agreed time for Move to Production of CourseLeaf software Update and,
 - c. promotion of other system code to production.
- Most institutions are required to schedule updating other systems internally. Licensee/Subscriber will coordinate with their other internal departments and have resources available for updating at the same time as the catalog advance, or will provide another annual window for Updating CourseLeaf software.
- Release notes outlining new features and bug fixes for CourseLeaf software may be found by clicking the Help tool in CourseLeaf. Release notes for software installed in other systems may be found at <https://swdist.courseleaf.com>
- At Leepfrog's discretion, software may also be updated in order to provide resolution to a software defect at a time other than the Catalog advance.

10. User Acceptance Testing (UAT)

Leepfrog provides a TEST environment that can be synced with Client's production site. The TEST environment site is provided so Licensee/Subscriber can test the CourseLeaf software and any configuration or software change prior to moving those changes to Client's production environment. As part of Leepfrog's Client Responsive Project Schedule, Licensee/Subscriber is required to test thoroughly by using the software in TEST as they expect to use in Production. Client's active participation and time for testing, particularly in those cases of new features or software enhancements, is required. This User Acceptance Testing (UAT) is a vital process step in measuring the software's adherence to Licensee/Subscriber agreed upon Specifications. UAT Testing occurs within thirty (30) days of receiving Leepfrog's changes and updates.

11. Leepfrog User Community (luc.courseleaf.com)

Leepfrog offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lfraining@leefrog.com for any training, LilyPad and User Community questions.

12. Training



- CourseLeaf Trainers are available to provide Annual Refresher Training, LilyPad University, and additional Licensee/Subscriber's specialized training.
- Onsite training may be limited and as mutually agreed between the parties. Additional specialized training will require a SOW and may include additional scope, schedule and cost.
- LilyPad University is a live webinar training supporting the use of CourseLeaf Products that is open to all CourseLeaf clients. A list of available training can be found on the Licensee/Subscriber Help Site.
- Annual Refresher Training is available for Licensee/Subscribers who require additional support following a software update or addition of new staff.
- These webinars clarify the change and provide answers to frequently asked questions.
- Up to one (1) hour of customized online webinar training annually per Licensee/Subscriber is included free of charge.

13. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee/Subscriber in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee/Subscriber request.

14. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a users conference. The Leepfrog User Conference is an exciting and engaging experience where our clients can:

- Meet their Leepfrog experts
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional)
- Participate in additional and unique training opportunities
- Engage with peers who are using the various CourseLeaf solutions
- Hear about ways to enhance use of the CourseLeaf solutions
- Learn about new and upcoming features and products.

15. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing/Subscription Support Services, may be available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee/Subscriber's Issue and request and will forward this information to the appropriate Leepfrog resource who will develop a SOW for Licensee/Subscriber review and signature.

16. Backups

Data backups of the Iowa City, IA, Leepfrog Data Center are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

17. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring of the solution. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee/Subscriber the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

18. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the Issue and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee/Subscriber agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of

Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

19. CourseLeaf Hosting

CourseLeaf's hosting environment is at the Iowa City, IA, Leepfrog Data Center where we host over 98% of our clients. If Licensee/Subscriber plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

20. Licensee/Subscriber On-Premise (Self Hosting)

Upon Licensee/Subscriber request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee/Subscriber elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

21. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee/Subscriber understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

In those cases where Licensee/Subscriber elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

22. Suspension of Services

Leepfrog may suspend use by Licensee/Subscriber to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog reasonably believes that Licensee/Subscriber's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If Leepfrog reasonably believes Licensee/Subscriber has violated the license grant or confidentiality provisions;
- c. If reasonably necessary to prevent unauthorized access to Licensee/Subscriber Data;
- d. If Licensee/Subscriber's undisputed accounts are more than 90 days past due; or
- e. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee/Subscriber to any Services, Leepfrog will:

- a. Promptly provide Licensee/Subscriber with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

23. Data Security and Integrity



Leepfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leepfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leepfrog's own confidential data.

Leepfrog will provide access to Client Content only to Leepfrog employees, agents and contractors with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee/Subscriber of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence.

As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach of its security or data, or a breach, compromise of, intrusion or vulnerability in the Leepfrog Technology, Leepfrog will:

- (1) notify Licensee/Subscriber of such breach or potential breach as soon as reasonably possible;
- (2) investigate and remediate such breach or potential breach at least to the extent required by law, and
- (3) if the breach or potential breach resulted from a failure or weakness in Leepfrog systems or Leepfrog's procedures, provide Licensee/Subscriber with satisfactory assurances that the breach or potential breach will not recur;
- (4) Leepfrog will reasonably cooperate to assist Licensee/Subscriber in: (a) identifying individuals potentially affected by the breach and (b) providing any notifications required by applicable law.

24. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

Exhibit C – Data Security and Processing Policy

This Data Security and Processing Policy is attached to and part of the CourseLeaf Service and Software Agreement (SSA). Leepfrog complies with all relevant data privacy and security laws, including its storing and handling of student records and processing of personal data. In this regard, Leepfrog has worked with legal counsel to ensure that Leepfrog is and remains compliant with how it handles student data under United States and International laws, including the U.S. Family Educational Rights and Privacy Act ("FERPA") and the Canadian provincial Freedom of Information and Protection of Privacy Act ("FIPPA") as consistent with the European Union General Data Protection Regulation ("GDPR").

1. Scope of Policy

- 1.1 In consideration of Licensee/Subscriber making available Personal Data to Leepfrog, Leepfrog agrees to store, handle, and process the Personal Data in accordance with the terms and conditions of this Policy.
- 1.2 Subject to clause 1.3, the Parties acknowledge and agree that: (i) for the purposes of this Policy and as between them, the Licensee/Subscriber shall be regarded as a controller of Personal Data and Leepfrog shall be regarded as a processor of Personal Data; and (ii) Licensee/Subscriber will comply with its obligations as a controller under the Data Protection Laws and Leepfrog will comply with its obligations as a processor under this Policy.
- 1.3 If Licensee/Subscriber is also a processor, Licensee/Subscriber warrants to Leepfrog that Licensee/Subscriber's instructions and actions with respect to Personal Data, including its appointment of Leepfrog as another processor or sub-processor, have been authorized by the relevant controller.
- 1.4 Licensee/Subscriber instructs Leepfrog and Leepfrog agrees to store, handle, and process the Personal Data in order to supply services as set out in the Services and Software Agreement.

2. Confidentiality of Storing, Handling, and Processing Personal Data

- 2.1 Leepfrog shall ensure that all persons it authorizes to handle or process Personal Data are subject to a duty of confidentiality and process Personal Data only as set out in this Policy. Leepfrog agrees to hold Personal Data in strict confidence. Leepfrog shall not use or disclose Personal Data received from or on behalf of Licensee/Subscriber (or its students) except as permitted or required by the Policy, as required by law, or as otherwise authorized in writing by Licensee/Subscriber. Leepfrog agrees not to use Personal Data for any purpose other than the purpose for which the disclosure was made.

3. Rights of Students, Individuals, and Data Subjects

- 3.1 Leepfrog shall provide reasonable assistance to Licensee/Subscriber (at Licensee/Subscriber's expense) to enable Licensee/Subscriber to respond to: (a) any request relating to Personal Data from a data subject or individual to exercise any of its rights under the Data Protection Laws that apply to such data subject or individual; (b) any other correspondence, enquiry or complaint received from a data subject, individual, or regulator in connection with the storing, handling, or processing of Personal Data by Leepfrog.
- 3.2 If any such request, correspondence, enquiry or complaint is made directly to Leepfrog, Leepfrog will advise the person making the request to submit their request to Licensee/Subscriber and Licensee/Subscriber will be responsible for responding to any such request.
- 3.3 Leepfrog shall not disclose any Personal Data in response to a request for access or disclosure from any third party without Licensee/Subscriber's prior written consent, except where compelled to do so in accordance with applicable law or as otherwise allowed under this Policy or the Services and Software Agreement.

4. Data Protection Impact Assessments

- 4.1 The Information Security Affidavit is incorporated in this SSA via Exhibit G. If requested by Licensee/Subscriber, Leepfrog shall provide Licensee/Subscriber, at Licensee/Subscriber's expense, with reasonable assistance in order for Licensee/Subscriber to (i) conduct a data protection impact assessment and, (ii) if necessary and applicable, consult with its relevant data protection authority.

5. Notification of Information to the Data Protection Authorities

- 5.1 If applicable, Licensee/Subscriber will provide Leepfrog with the name and contact details of the Licensee/Subscriber's local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where requested by the regulatory authorities and required under the Data Protection Law, Leepfrog is entitled to provide this information to them.

6. Security and Technical Program

- 6.1 Leepfrog shall put in place and maintain an information security program reasonably appropriate for the Personal Data, which shall include implementing, maintaining, and using all appropriate administrative, technical, security, organizational, physical measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.
- 6.2 Leepfrog shall notify Licensee/Subscriber of any Security Incident that it becomes aware of without undue delay. All such notifications should be made in accordance with the notice provisions set out in the Policy or at Leepfrog's discretion by a phone call or email to the primary point of contact at the Licensee/Subscriber that Leepfrog is in regular contact with or such person identified in the Services and Software Agreement.
- 6.3 Leepfrog shall take reasonable steps to remedy or mitigate the effects of Security Incidents.
- 6.4 Leepfrog shall cooperate with the Licensee/Subscriber and provide the Licensee/Subscriber with reasonable assistance and information: (a) in the investigation of a Security Incident; and (b) in relation to any notifications of a Security Incident Licensee/Subscriber makes to the relevant authority or regulator.
- 6.5 All costs associated with managing a Security Incident and fulfilling its obligations shall be borne by Licensee/Subscriber where the Security Incident occurs as a result of Licensee/Subscriber failing to perform its obligations under this Policy or the Services and Software Agreement.
- 6.6 Licensee/Subscriber is solely responsible for its compliance with any incident notification laws in relation to Personal Data and fulfilling any third party notification obligations related to Security Incidents.
- 6.7 Leepfrog's notification of or response to a Security Incident under this Security and Technical Program Section will not be construed as an acknowledgement by Licensee/Subscriber of any fault or liability with regard to that Security Incident.

7. Sub-Processors

- 7.1 Leepfrog shall not provide access to or disclose any of the Personal Data to a subcontractor or other third party without Licensee/Subscriber's prior authorization. Notwithstanding the foregoing, Licensee/Subscriber hereby generally authorizes Leepfrog to engage third parties to process Personal Data provided that Leepfrog imposes data protection terms to an equivalent standard as provided for under this Policy.

8. Termination

- 8.1 Licensee/Subscriber instructs Leepfrog to retain the Personal Data for a reasonable period after termination or expiry of the Services and Software Agreement in order to support any subsequent auditing or data recovery that may be required by Licensee/Subscriber. Thereafter, Leepfrog shall destroy Personal Data in its possession or control. This obligation (to destroy data) shall not apply to the extent that Leepfrog is required by its internal policies or by any law(s) of the United States, European Union, or any European Union Member State or other applicable law or by any post-termination contractual commitments to retain some or all of the Personal Data. The provisions of this Policy shall continue to apply to any Personal Data retained by Leepfrog notwithstanding termination or expiry of the Services and Software Agreement.

9. Use of De-Identified Data

- 9.1 Licensee/Subscriber agrees that during and after the expiry of the Services and Software Agreement, Leepfrog may use and disclose for benchmarking, educational research, developing and improving products and services or for any other related purposes Personal Data from which features directly identifying any individual have been removed. Such de-identified data is not considered Personal Data.

10. Audit Rights

- 10.1 If requested by Licensee/Subscriber, and no more than once annually, Leepfrog will make available the Audit Report to Licensee/Subscriber to enable Licensee/Subscriber to verify Leepfrog's compliance with its obligations in relation to the processing of Personal Data. Licensee/Subscriber acknowledges that provision of the Audit Report by Leepfrog shall satisfy the audit requirements set out in Article 28(3)(h) of the GDPR.

11. Effect of Policy

- 11.1 As of the Effective Date, this Policy will supplement the data protection provisions in the Services and Software Agreement and will be incorporated into each Services and Software Agreement. For clarity, if Licensee/Subscriber has entered more than one services agreement, this Policy will amend each of the Services and Software Agreements separately.

12. Definitions

"*Audit Report*" means a report certified by Leepfrog's Chief Executive Officer identifying the technical and security measures that apply in relation to the products or services in question.

"*Personal Data*" means, student data/records, personally identifiable information of a student, or personal data processed by Leepfrog as a processor or sub-processor for and on behalf of Licensee/Subscriber;

"*Data Protection Laws*" means the laws relevant to the storing and handling of student records or personally identifiable information of a particular individual or processing of personal data of a data subject under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

"*Security Incident*" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of encrypted Personal Data; and

"*Controller*", "*data subject*", "*personal data*", "*processor*" and "*processing*" all have the meaning given under the Data Protection Laws.

Exhibit D – CourseLeaf Catalog (CAT) Capabilities and Services

The CourseLeaf Catalog Management (CAT) streamlines the process of updating, managing, and publishing academic catalogs. Content editing can be distributed throughout campus with easy editing tools. Built in workflow provides editorial control to process owners and other content approvers. The platform provides the institution a myriad of styling and content organization options to publish a catalog that truly reflects the institution. PDFs of full catalogs and individual pages are automatically generated by the software for distribution to requesting agencies, printing, or use by advisors and others. Integration with the Student Information System assures that course information is accurate and up-to-date.

Capabilities

1. **Integration with SIS:** Course and related data from the Student Information System (SIS) is imported to the CAT Course database to embed directly into the catalog content in a repeatable process. When course data changes in the SIS, the catalog will be updated with a new SIS extract in a few clicks. This efficient process improves accuracy of the catalog. CourseLeaf also features a proprietary built in integration tool called the 'Course Picker,' which lists approved courses from the latest SIS extract.
2. **Enhances accuracy:** CourseLeaf CAT identifies inconsistencies between SIS data and catalog data. Administrators and End Users are notified and can generate reports to help resolve inconsistencies.
3. **Manages workflow:** Includes a robust workflow engine to allow administrators full control to easily manage the necessary approval process.
4. **Manages user permissions:** Provides administrator tools to define roles, control user access, and grant permission levels.
5. **Multi-channel search:** Facilitates search engine optimization. CourseLeaf Search powerfully searches key elements of the catalog, such as section headers, and provides the results, a synopsis, and related links all in one place. Catalog users find relevant information with fewer clicks.
6. **Focus Search:** User friendly tool transforms the catalog searching experience by presenting data through a mobile friendly and accessible site with a sliding pane interface that incorporates a well-organized and multifaceted results page along with a powerful look and feel that incorporates your school's colors and visual image.
7. **Tracks edits:** Tracks and identifies catalog edits in green/red color coding in addition to strike through and bold formatting. Changes can be filtered by user in the review process.
8. **CourseLeaf Console:** Allows for easy administrative control and oversight from one central location.
9. **Reporting:** Features a number of powerful built in reports including detailed status and progress reports to track pages, owner/workflow report, role members, and user edits report. Reporting options in CAT also includes the ability to generate reports on approved proposals within a user defined range (ex: annual). Reports can be exported in HTML, Excel, and PDF format.
10. **Controls consistency:** Produces a theme of HTML, CSS, JavaScript, fonts, and images to apply institutional branding to the catalog.
11. **Archives publications:** Creates a historical record of the catalog in HTML and PDF.
12. **Multiple output formats:** HTML/Mobile/PDF: Publishes the catalog in multiple formats from one program to reach a diverse group of users. Output formats include responsive design HTML and a print ready PDF converted directly from the online version. Responsive design is a web approach that detects an end user's screen size or device (i.e. mobile, tablet) and changes the layout accordingly.
13. **Creates an index and table of contents:** Generates automatically for web, mobile, and print.
14. **Table of Contents Editor for PDF:** Provides for creating unlimited PDF documents from catalog content by selecting catalog content sections to be included in the generated print-ready PDF document. The tool provides drag and drop reordering of the sections for a customized document.
15. **Integrates with external applications:** Consumes or shares XML, when appropriate. Integration keeps information consistent across environments (e.g., department websites).

16. **Image and Video:** Built in tools provide for insertion of images in the page header and body. Videos can be inserted into the page body. The tools provide for managing accessibility requirements for page body image and video content.
17. **Analytics:** CourseLeaf features built in web analysis software to provide site statistics and reports. Leepfrog provides both the raw logs and an analyzed report similar to Google Analytics as part of its catalog hosting package. Should the institution prefer to take advantage of Google Analytics instead of the built in analysis software, Leepfrog can incorporate it into the hosting package, and has done so for a number of clients.
18. **Focus Search:** User friendly tool presents data through a mobile friendly and accessible site with a sliding pane interface that incorporates a well-organized and multifaceted results in your school's colors and visual image.

CourseLeaf Catalog (CAT) SOW for Implementation Services

Your catalog implementation team will consist of the following skilled professionals:

- **Client Services Manager (CSM):** Serves as the primary leadership role for the implementation project.
- **Project Coordinator:** Primary contact for the Business Requirements phase which includes SIS data collection, SIS course data audit, infrastructure set up, and assisting the CSM.
- **Implementation Consultant:** Primary contact for consultation session and project specifications.
- **Web Designer:** Primary contact for web, mobile, and PDF design and formats.
- **Catalog Editor:** Primary contact for catalog content audit, documenting options for formatting specific sections, interpretation of migrated content, applying standards, and best practices.
- **Content Migrator:** Responsible for migrating and formatting source content into CourseLeaf.
- **CAT Developer:** Responsible for client specific coding viewed as critical for project success.
- **Trainer:** Primary contact for two day training of CourseLeaf administrators and End Users.
- **Quality Assurance (QA):** Responsible for quality checks on all configured and developed functionality to verify they operate according to approved specifications and meet project objectives.
- **Customer Support Representative:** Transition implementation client to support team.

Delivery Services

1. **Consultation:** A Leepfrog Solutions Consultant and Implementation Consultant will provide a one day, onsite product review to make sure client team members understand the product and their roles in the project. A review of current editing processes and other considerations that affect the catalog will be discussed with an objective of understanding the philosophy and vision for future editions. A review of selected migrated pages is conducted to evaluate catalog needs at the page level. The primary focus is pages associated with colleges, departments/areas of study, and programs/degrees. Formatting options, such as tabs on pages and different navigation structures, will be presented and discussed to determine which options will best serve the institution.

If faculty information is to be included in the catalog, options for managing and updating will be explored. The goal of the consulting session is to define specifications for the configuration and development sections (see Delivery Services 2 and 3 to meet institution objectives and provide a more cohesive and fluid publication.

Note: If deeper level consulting is of interest, Leepfrog offers advanced consulting, which is available for an additional fee. Consulting options include: extensive catalog reorganization or development, data analysis and cleanup, recruiting/admissions CAT Impact design.

2. **Site Configuration:** CourseLeaf is tailored for your particular catalog design by our Senior Web Designer, Catalog Editor, and Developer, who use a range of settings and options in the software to style and organize the online presentation of the catalog, configure the PDF, create output formats and rules for online content, and develop custom data entry tools. Leepfrog works with your IT Department to establish a repeatable process of uploading course data from your SIS extract and importing the data into the CourseLeaf database for use in course descriptions, degree requirements, and accuracy reporting. Leepfrog will migrate the latest catalog content and translate written text into consistent formats, using CourseLeaf software solutions and implementing approved specifications.
3. **Development:** CAT Developers create key components or modify key elements of the software to better meet specific requirements of the institution. Examples may include creating the ability to automatically place general education

requirements into each program or modifying the display of courses required for a degree to include information not displayed in the baseline table format.

- 4. PDF Files:** Leepfrog's standard Implementation process provides for a generated print-ready PDF of the full catalog content. CAT also generates a downloadable PDF of each catalog page. The Table of Contents (TOC) Editor feature allows the creation of additional catalogs with control over sections included and order of content.

Transition Services

The catalogs specifically identified in the Content Transition Services Exhibit are included in the migration services and all additional publications and/or handbooks can be migrated for an additional fee.

- 1. Content analysis:** Leepfrog analyzes SIS course data and catalog source content and identifies inconsistencies, inaccuracies, and opportunities to improve the presentation of the catalog and/or the structure of curriculum for project success. Leepfrog discusses findings and implements approved specifications.
- 2. Content Migration:** After the content analysis and initial migration, the Catalog Editor applies your specifications and best practices for the most effective representation of the content. Migration is the process of Leepfrog transitioning the contents of your latest edition of your catalog into the CourseLeaf software, which includes using specific software features such as course lists, plan of study grids, inline courses, and footnotes.

Note: Reorganizing the catalog content for the project is out of scope, but CourseLeaf Professional Services (CPS) for a content reorganization can be provided for an additional fee. Catalog content to be migrated must be provided in InDesign or Microsoft Word formats. Providing catalog content in HTML is an additional fee for migration work. Course data must be provided in tab delimited UTF-8 character set format with headings, XML, HTML, or CSV format. Other options are available for an additional fee. Cleaning up and improving the quality of existing SIS data is out of scope, but assistance is available in these areas for an additional fee.

- 3. Quality assurance:** During migration, Leepfrog conducts quality checks on all configured and developed functionality to verify they operate according to approved specifications and meet project objectives.
- 4. Installation:** CourseLeaf is customized to your IT systems during installation by integrating with the campus single sign-on (SSO) techniques and databases (Shibboleth via InCommon or CAS) or LDAP Active Directory, setting up and deploying consultations, creating workflows to match campus processes, and modifying sample output files into output templates.
- 5. Training and Education:** Leepfrog provides training and online resources in several formats to support administrators, IT personnel and End Users. Based on client feedback, Leepfrog has found onsite training significantly improves end user buy-in at the institution, provides valuable resources if there is position turnover, and aids in the overall goal of project success.

Administrator training will be conducted by Leepfrog via webinar as the project moves forward followed by an onsite training for administrators and End Users that may be one or two days as mutually agreed. Training is tailored to the institution's needs and uses school specific content. After onsite training, users have full access to the online help repository, which includes step-by-step instructions with images, training videos with closed captioning, and access to LilyPad University. Leepfrog trainers lead LilyPad University's free online classes that offer a platform for an interactive user experience. Upon request, Refresher training may be provided via webinar and is available annually. Additional training services can be purchased.

Note: ***In cases of dual purchase of CourseLeaf Catalog (CAT) and Section Scheduler (CLSS), Licensee/Subscriber will be provided with a single instance of Focus Search which Licensee/Subscriber may elect as either CourseLeaf Catalog (CAT) Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

Exhibit E – Content Transition Services (Included as part of CAT Implementation)

Migration is the process of Leepfrog transitioning the contents of your latest edition of your catalog into the CourseLeaf software. For the fees noted in Exhibit A, Leepfrog conducts migration of one prior years' existing catalog content into the CourseLeaf software for one catalog, and in this process identifies inaccuracies and inconsistencies in the data and presentation.

The following catalog(s) is included as part of the Fee listed in Exhibit A provided content transition services for all catalogs listed below occur in same Implementation cycle. Should Licensee/Subscriber elect to have content transition services occur more than once or separately for each catalog listed below, the second transition services will be provided on a Statement of Work and additional scope, schedule and cost may apply.

2021-2022 COLLEGE CATALOG - <https://students.broward.edu/resources/college-catalog/index.html>

Roles & Responsibility

Leepfrog will

- Conduct the Scope of the work, as explained below.
- Suggest improvements to the catalog as the data is migrated, and implement those improvements where possible.

Client will

- Provide the prior years' data in the following format: a) catalog data in InDesign or MSWord format, and b) course data in XML or tab-delimited format. Leepfrog offers additional professional services to migrate other course content that is solely in text format or solely in HTML format, e.g. such as appearing only on the website. These professional services are outside the scope of the standard implementation and additional scope, schedule and cost may apply.
- Have IT staff available as necessary to provide any integration assistance, or guidance to assist Leepfrog in providing a migrated catalog.
- Have appropriate staff available to provide guidance on the many minor decisions needed to complete the migration and make any adjustment to the final catalog.
- Review the catalog after it has been migrated into CourseLeaf, and improve any accuracy or consistency issues. The Client has ultimate responsibility for the data quality.
- Make any further changes desired once the prior year's catalog has been migrated into CourseLeaf.

Scope of Work

1. **Migration:** The content from the prior year's catalog is entered into CourseLeaf using a combination of human and automated tools. The automated tools then become part of the CourseLeaf software package for later use should the Client have any future migration needs.
2. **Improved accuracy and quality:** As Leepfrog builds the working catalog based on the prior years' content, we identify inaccuracies and areas to improve quality. We work closely with the Client during this process so Client has the ability to review and approve changes. Inaccuracies are shared on an ongoing basis with Licensee/Subscriber and addressed as they arise, and are not provided in a final report.

Examples of inaccuracies discovered at current clients include links to classes that are no longer offered or have had their content altered, links to incorrect departments, semester hours that when summed up do not match listed totals, and so forth.

Examples of improvements include linking classes to the University's student information system database, embedding hyperlinks to departments when they appear in the text, displaying lists of classes in table format rather than as text, and so forth.

3. **Improved consistency:** Leepfrog also identifies inconsistencies in the presentation of the data. Examples include having all department names in capitals, having all classes listed with the format of course number followed by name, and so forth. Again, we work closely with the Client to review and approve changes.

Out of Scope

1. Leepfrog will migrate up to the number of documents (e.g., catalogs) listed in this Exhibit into the CourseLeaf content management system. The service to migrate any additional catalogs or student/faculty handbooks is out of scope unless explicitly noted in Exhibit A.

2. LEEPfrog provides this service in good faith and makes all reasonable efforts to provide accurate data, but provides no warranties as to the final accuracy of the data.
3. LEEPfrog makes all reasonable efforts to identify inaccuracies and inconsistencies in the data, but provides no warranty as to the minimum levels of improvement in quality or consistency.
4. While LEEPfrog typically performs a wide range of customization, the scope and depth of customization is at LEEPfrog's sole discretion.
5. Acquiring prior catalog data, as the Client provides this data in the specified format.
6. LEEPfrog takes the university's course data as provided. We attempt to assist in improving the quality of the data provided as needed, but the Client is responsible for providing that in the format and structure to be used in the catalog and curriculum process.
7. Final testing of the data within the catalog. The Client has content specific knowledge and will need to provide final validation of the content.

Deliverable

LEEPfrog will provide one prior year's catalog content as migrated into CourseLeaf.

Exhibit F – CourseLeaf CAT Impact Program Filters Professional Services Exhibit (Included with this Offer)

Introduction

The Parties agree Leepfrog will provide a CAT Impact Program Filters (valued at \$7,000) free of charge to Licensee/Subscriber with the CAT Implementation.

This Exhibit is for CAT Impact customization services which enrich the design of your catalog and further enhance the experience of end users. CAT Impact customizations can be highly variable and personalized depending on the needs of the institution.

Each implementation of CAT Impact is unique and requires a Statement of Work (SOW) describing the scope, requirements and deliverable of each project. Based on your current product and current Implementation schedule, CAT Impact Services may be scheduled into the existing project timeline. The SOW will be jointly developed prior to the start of services.

1.0 PAGE (or PROGRAM) FILTERS

Page filters provide a unique navigational interface that allows catalog end-users to select a page to view by making choices about their interests. This feature is commonly implemented and allows students users to easily select their desired programs. This enhanced functionality works with any page in the catalog and includes the following:

- Administrative interface for the client (administrators) to add categories, filters, and tag pages accordingly.
- An extra tool in the setup step for clients to flag pages that should be included in filtering.
- The core behavior for showing and/or hiding pages by selecting checkboxes on a single page in the catalog.
- The ability to add images to represent each page included in options.

Page filters requires additional administration of the standard CAT product, and to facilitate, Leepfrog includes a one (1) hour webinar training session with all Page Filter implementations.

To facilitate Leepfrog’s ability to set Page and Program Filters, clients are required to provide the following:

- Identification of pages to be included in the page filters.
- Client Administrator must tag each page included in the page filters.
- The design used in the tagged pages which must meet the following criteria:
 - Be different in some way from other CourseLeaf client pages and Leepfrog will assist to facilitate level of differentiation.
 - All assets (images, icons, fonts) must be provided in separate files and must meet client’s own accessibility requirements.
 - All images, if any, must be provided, cropped and sized appropriately.

1.1 Page (or Program) Filters Examples

Page filters, core functionality (behavior), and layout:

<https://bulletin.ndsu.edu/programs-study/>

Additional customizations (added fee):

<http://guide.berkeley.edu/undergraduate/degree-programs/>

- Graduate and undergraduate version (two installs of this feature).
- “Quick view” utility that shows a popup before being able to continue to the program page. Requires a separate administrative interface.
- Requires a separate page layout.

<http://catalog.iastate.edu/choose-your-adventure/>

- Clicking on an item introduces preview content.
- Categories on the left expand and collapse.

- Requires a separate page layout.

Broward College | RFP-2021-057-JH
INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

I, Wes Bachman, the designated signing manager for Leepfrog Technologie, attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.


initials

1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

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


initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.

Broward College sensitive data includes but is not limited to the following:

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


initials

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

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


initials

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

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

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

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

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

Date: March 5, 2021

Title: Director of Information Technology

Name: Wes Bachman

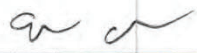
Authorized Signature: 

Exhibit G – Broward College – Supplemental Addendum – General

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the CourseLeaf Services and Software Agreement between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s 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. 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. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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.

3. 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.

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements any provisions in the Agreement pertaining to the confidentiality obligations must conform to the requirements of the public records laws of Florida. 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 BC, provide 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 BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to 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 BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of 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 THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. 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 BE GROUNDS FOR TERMINATION.

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: In conjunction with Section 6 Security and Protected Data, Exhibit B Ongoing Subscription/Support Services and Exhibit C CourseLeaf Data Security and Processing Policy, comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

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

8. General Provisions.

a. 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.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout



the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. 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.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at ninety (90) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.



k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.



PROCUREMENT MEMORANDUM

TO: Judy Schmelzer, Associate Vice President, Business Services and Resource Management
FROM: Jose Luis Hidalgo, Procurement Officer
SUBJECT: RFP-2021-057-JH Catalog Management Solution
DATE: July 14, 2021

In accordance with Florida Statutes, Broward College released RFP-2021-057-JH – CATALOG MANAGEMENT SOLUTION, with the intent to receive proposals from qualified vendors interested in providing the College a catalog management system to streamline the updating, editing, and publishing of the academic catalog, as well as manage curriculum design, approval, analysis, optimization, mapping, and archiving.

Notices were sent to 594 prospective vendors using DemandStar, including 140 SDB/MWBEs. The College received three (3) proposals from the following vendors:

- 1) Coursedog, Inc. DBA Coursedog
- 2) Kual, Inc.
- 3) Leepfrog Technologies, Inc.

PROCUREMENT SELECTION COMMITTEES

MEMBER INFORMATION (Broward College Employee unless otherwise noted)	EVALUATION COMMITTEE		NEGOTIATION TEAM
	PHASE I REVIEW OF PROPOSALS	PHASE II INTERVIEWS AND PRESENTATIONS	PHASE III CONTRACT NEGOTIATION S
Sunem Beaton-Garcia, Campus President & Vice Provost, Academic Services	X	X	X
Karen Parker, Associate Vice President, Curriculum Services	X	X	X
Kandice Damestani, Analyst, Curriculum	X	X	
Jeanette Magee, Business Relationship Manager	X	X	
Richard Louis, Manager, BAS Student Support Services	X	X	
Jennifer Shapiro, Coordinator, Student Publications	X	X	
Raj Mettai, Chief Enterprise Architect (CEA) (Technical Advisor)	X	X	X
Christian Block, IT Chief Business Officer			X
Jose Luis Hidalgo, Procurement Officer (non-voting member)	X	X	X
Zaida Riollano, District Director, Strategic Sourcing (non-voting member)	X	X	X
Jeff Albright, District Director, Contract Negotiations (non-voting member)			X

PHASE 1 – REVIEW OF PROPOSALS

The Evaluation Committee convened in a virtual public meeting to review and evaluate the proposals received, and scored, and ranked the proposals according to the evaluation criteria found in the RFP document. The Evaluation Committee decided to move all three (3) below proposers to Phase 2 – Interviews/presentations.

- Coursedog, Inc. DBA Coursedog
- Kual, Inc.
- Leepfrog Technologies, Inc.

PHASE 2 – INTERVIEWS/ PRESENTATIONS

The Evaluation Committee convened in a virtual public meeting to discuss interviews/presentations from the three (3) proposers. The Evaluation Committee scored and ranked the proposers according to the evaluation criteria found in the RFP document. The Evaluation Committee shortlisted and decided to move the below proposer to Phase 3 – Contract Negotiations:

- Leepfrog Technologies, Inc.

PHASE 3 – CONTRACT NEGOTIATIONS

The College’s Negotiation Team convened in a virtual public meeting to negotiate with Leepfrog Technologies, Inc.

After conducting negotiations with the proposer, the College’s Negotiation Team considered and recommended an award and a contract to Leepfrog Technologies, Inc., offering the best value and in the best interest of the College.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Relion Insurance Solutions) and INSURED (Leefrog Technologies, Inc.). It includes contact information and a list of insurers: Travelers Insurance Company, St Paul Fire and Marine Ins Co (SPF), and Cincinnati.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional Liability, and Network Security.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The employers liability is an underlying coverage of the umbrella policy.

If required by written contract, the below listed Certificate Holder is included as an Additional Insured on the General Liability.

Table with 2 columns: CERTIFICATE HOLDER (Broward College) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions). Includes an authorized representative signature.



C O U R S E L E A F

CONFIDENCE IN YOUR CURRICULUM

CATALOG ■ CURRICULUM ■ SCHEDULE ■ SEARCH ■ REGISTRATION



BROWARD COLLEGE

REQUEST FOR PROPOSALS: CATALOG MANAGEMENT SOLUTION

RFP-2021-057-JH

Due Date: March 9, 2021

MOSES DE LOS SANTOS

Sales Director

(319) 337-3877

mdelossantos@courseleaf.com

LEEFROG TECHNOLOGIES, INC.

2451 Oakdale Blvd, Suite 100

Coralville, IA 52241

(319) 337-3877 | (888) 437-7435 Fax



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Tab (2) 4.1.2 Acknowledgement of Released Addenda to RFP



Procurement Services Department
6400 NW 6th Way, Room 275
Fort Lauderdale, Florida 33309
954-201-7455
Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 1

RFP No.: RFP-2021-057-JH
RFP Title: Catalog Management Solution
Date: February 25, 2021

This addendum is being issued to clarify and/or revise the Request for Proposals (RFP) documents and/or specifications. This Addendum modifies, supplements or replaces information in the Request for Proposals (RFP) RFP-2021-057-JH-Catalog Management Solution, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

DS
EK

REVISIONS TO RFP:

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP:

Q1 Required capabilities includes: "Provide communication tools that update stakeholders on changes to courses and programs". Are there specific communications tools that are desired by Broward?

R1 Communication tools such as in-system alerts with the option to send email alerts, weekly reports that are sent out with the various changes. For example, report will include: Degree XXXX in Nursing removed HLP1081C from their program of study and added ENC2210. Another example would be for course modifications. Course ID numbers change often, this could be due to a mandated SCNS (Statewide Course Numbering System) change. Report will include a section for course updates: ENC1101 was converted to ENC0101.

Q2 Required capabilities includes: "Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.)." Do you have any examples of the specific types of checks that are desired? Any context you could provide would be helpful.

R2 When a Course ID has changed, for example AVM2100 was converted to AVM2200, this change should automatically update everywhere AVM2100 was previously listed. This will include on program maps, course descriptions, catalog, etc. If a programs' total credit hour changes because a course within the program changed credits, an alert should be sent.

Q3 Page 18, Tab (13) 4.4.2 Proposed Methodology, c) Timeframe
The College is requesting a detailed project timeframe, which is based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar. Please confirm the anticipated contract commencement date, as Section 2.5 currently states "TBD".

R3 The college would like the contract commencement date no later than June 22, 2021.

Q4 We understand that Broward College is primarily looking for a Catalog Management solution. However, past of the requirements listed in the RFP refer to Curriculum Management:

- Page 5 "manage curriculum design, approval, analysis, optimization, mapping, and archiving"
- Page 39 "Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study"
- Page 39 "Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes"
- Page 39 "generate clear reports of the curriculum and catalog changes made in any given academic year"

Please confirm that Broward College would like to implement a Catalog Management tool first, followed by a Curriculum Management tool.

R4 Broward College already has a Curriculum Management implemented (Workday/CID). The Catalog Management tool would need to integrate with our Curriculum Management tools.

ATTACHMENTS:

NONE

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.



Signature

Director of Operations
Title

Leapfrog Technologies
Company Name

March 8, 2021
Date

Tab (3)

4.1.3 Letter of Transmittal

Legal Name: Leepfrog Technologies

Authorized Person: Moses De Los Santos

Title: Director of Sales

Address: 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241

Email: mdelossantos@courseleaf.com

Phone: (319) 337-3877

4.1.4 W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Leefrog Technologies, Inc.			
2 Business name/disregarded entity name, if different from above			
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 2451 Oakdale Blvd, Suite 100	Requester's name and address (optional)	
6 City, state, and ZIP code Coralville, IA 52241			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">4</td> </tr> </table>	Social security number																				OR										Employer identification number										4	2	-	1	4	4	2	3	3	4
Social security number																																																			
OR																																																			
Employer identification number																																																			
4	2	-	1	4	4	2	3	3	4																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/30/19</u>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



4.1.5 Notice Provision

Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the submittal or within three days of request.** For the present, the Parties designate the following as the respective places for giving notice:

To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management
Broward College
6400 NW 6th Way, 2ND Floor
Fort Lauderdale, Florida 33309

With Copy To (College Attorney): Office of the General Counsel
Broward College
111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301

With Copy To (Contract Administrator): Karen Parker, Associate Vice President for Curriculum Services
Broward College
6400 NW 6th Way, Fort Lauderdale, FL 33309

To Proposer: Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

With Copy To (Proposer): Lee Brintle, President
Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

4.1.6 Vendor Conflict of Interest Form (Attachment I)

Broward College RFP-2021-057-JH VENDOR CONFLICT OF INTEREST FORM ATTACHMENT I

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES


If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below:

BIDDER'S FIRM NAME: Leepfrog Technologies

Print name: Erick Zawojewski

Signature: 

4.1.7 SDB Non-Discrimination Profile (Attachment B2)

ATTACHMENT B2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

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

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

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

Signature of Attesting Party

Director of Operations

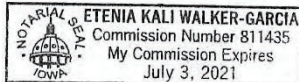
Title of Attesting Party

On this **8th day of March, 2021**, before me appeared **Erick Zawojewski**, the person who signed the above covenant in my presence.

Notary Public

Seal

Form: SDB-1



Broward College

Page 1 of 1



4.1.8 Drug-Free Workplace Certification (Attachment E)

Broward College | RFP-2021-057-JH DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087) | ATTACHMENT E

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

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

This sworn statement is submitted to The COLLEGE,


by **Erick Zawojewski, Director of Operations**
(Print individual's name and title)

for **Leepfrog Technologies**
(Print name of entity submitting sworn statement)

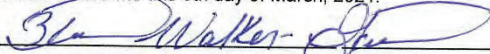
whose business address is **2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241**

and (if applicable) its Federal Employer Identification Number (FEIN) is **42-1442334**. I certify that I have established a drug-free workplace program and have complied with the following:

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


(Signature)

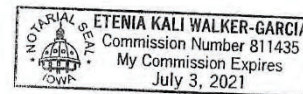
Sworn to and subscribed before me this 8th day of March, 2021.

Personally Known 

OR Produced identification _____ Notary Public - State of Iowa

July 3, 2021 My commission expires
(Type of identification)

Etenia Walker Garcia (Printed, typed or stamped commissioned name of notary public)



4.1.9 Non-Disclosure Agreement (Attachment F)

Broward College	RFP-2021-057-JH
NON-DISCLOSURE AGREEMENT	ATTACHMENT F

This Agreement is by and between LEEPFRAG TECHNOLOGIES (Vendor), a corporation with offices at 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Vendor: The Board of Trustees of Broward College

By: _____

Printed Name: _____

Title: _____

Date: _____

By:  _____

Name: Erick Zawojewski

Title: Director of Operations

Date: March 8, 2021

4.1.10 Non-Collusion Affidavit (Attachment G)

Broward College | **RFP-2021-057-JH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT G**

State of IOWA

ss.

County of JOHNSON

Erick Zawojewski being first duly sworn, deposes and says that:

(1) He/she is the **Director of Operations**
(Owner, Partner, Officer, Representative or Agent)

of **Leepfrog Technologies**, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:



By: **Erick Zawojewski**
(Printed Name)

Director of Operations
(Title)

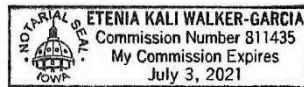
ACKNOWLEDGMENT

State of **IOWA**
County of **JOHNSON**

On this the **8th day of March, 2021**, before me, the undersigned Notary Public of the
State of Iowa, personally appeared **Erick Zawojewski**.

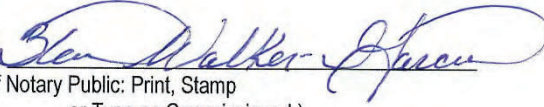
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal



NOTARY PUBLIC, STATE OF IOWA

NOTARY PUBLIC
SEAL OF OFFICE


(Name of Notary Public: Print, Stamp

or Type as Commissioned.)

- Personally known to me, or
 Produced identification:

(Type of Identification Produced)

- DID take an oath, or
 DID NOT take an oath.

4.1.11 Insurance – Letter of Insurability

Leapfrog Technologies' letter of insurability, as outlined in Section 3.0 Insurance Requirements, will be provided upon contract award.

4.1.12 Public Crimes Entity Statement (Attachment J)

Broward College RFP-2021-057-JH PUBLIC ENTITY CRIMES STATEMENT ATTACHMENT J

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

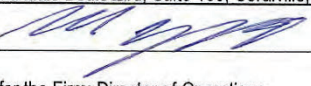
An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

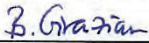
N/A
State Name of Convicted Applicant or Affiliate or N/A Here

Name of Firm: Leepfrog Technologies

Address of Firm: 2451 Oakdale Boulevard, Suite 100, Coralville, IA, 52241

Signature for the Firm: 

Title of Person Signing for the Firm: Director of Operations


Signature of Witness: 

Witness Relationship to the Firm: 

4.1.13 Information Security Affidavit (Attachment L)


Broward College | RFP-2021-057-JH INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

I, Wes Bachman, the designated signing manager for Leepfrog Technologie, attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.


Initials

1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:


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


Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.


Broward College sensitive data includes but is not limited to the following:

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


Initials

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

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


Initials

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

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

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


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

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

Date: March 5, 2021

Title: Director of Information Technology

Name: Wes Bachman

Authorized Signature: 

Tab (4) 4.1.14 Litigation History

Leepfrog Technologies has never been involved in any services related litigation, action, or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this proposal.

No regulatory action has ever been filed against Leepfrog Technologies.

Tab (5)

4.1.15 Licenses/Certifications

Leepfrog Technologies will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Leepfrog Technologies will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and will provide copies of these licenses to College upon request. Leepfrog Technologies acknowledges failure to maintain required licenses and permits may be cause for termination.

4.1.16 Federally Funded Attestation Form (Attachment M)

Broward College | RFP-2021-057-JH FEDERALLY FUNDED PROJECTS FORM | ATTACHMENT M

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

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

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

- H. General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- I. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- K. **Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- L. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- M. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

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



Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE

ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Leepfrog Technologies

Address, City, State, and Zip Code: 2451 Oakdale Boulevard, Suite 100 Coralville, IA 52241

Phone Number: (319) 337-3877

Printed Name and Title of Authorized Representative: Erick Zawojewski, Director of Operations

Email Address: zawojews@leepfrog.com

Signature of Authorized Representative: _____



Date: March 8, 2021

Tab (6) 4.2.1 Required Response Form

REQUEST FOR PROPOSALS (RFP) 2021-057-JH
1.0 REQUIRED RESPONSE FORM

RFP #: RFP-2021-057-JH	RFP TITLE: Catalog Management Solution		RELEASE DATE: January 28, 2021
DATE DUE: March 9, 2021	TIME DUE – AT OR BEFORE: 2:30:00 p.m. EST	The College has implemented E-Bidding and will <u>only accept electronic submittals</u> via DemandStar at www.demandstar.com	

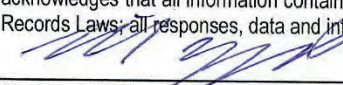
All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein.

PROPOSER INFORMATION

PROPOSER'S NAME: Leapfrog Technologies
 STREET ADDRESS: 2451 Oakdale Boulevard, Suite 100
 CITY, STATE AND ZIP CODE: Coralville, IA 52241
 PROPOSER TELEPHONE: (319) 337-3877 PROPOSER FAX: (888) 437-7435
 PROPOSER TOLL FREE: (888) 533-7376
 CONTACT PERSON: Moses De Los Santos
 CONTACT PERSON'S ADDRESS: same as above
 INTERNET E-MAIL ADDRESS: mdelossantos@courseleaf.com
 INTERNET URL: www.courseleaf.com
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: 42-1442334

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

Website: Newspaper: Other: email invitation to bid

Submittal Certification	
I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.	
	March 8, 2021
Signature of Proposer's Authorized Principal	Date
Erick Zawojewski	Director of Operations
Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal

NOTE: This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1). Enclosed original Required Response Form will be the only acceptable form.



Tab (7) 4.2.3 Experience

Proposer must demonstrate a strong documented track record of current engagement in College Catalog Management according to products and services detailed in the Scope of Work (Attachment D). Also, must have at least one customer that is a large higher education institution that has at least 10,000 FTE students.

A full list of CourseLeaf clients can be found at: <https://www.leepfrog.com/clients/>

Below is a list of CourseLeaf CAT clients with at least 10,000 FTE.

APUS American Public University System	Auburn University	California Polytechnic State University, San Luis Obispo
California State University-Chico	California State University-Dominguez Hills	California State University-Sacramento
California State University-San Bernardino	Carleton University	Carnegie Mellon University
Central Piedmont Community College	City Colleges of Chicago District	College of DuPage
Colorado State University	Columbia University	Cuyahoga Community College District
DePaul University	Drexel University	Eastern Florida State College
Eastern Washington University	Foothill-De Anza Community College District	Fordham University
George Mason University	George Washington University	Georgia Institute of Technology
Georgia Southern University	Georgian College	Higher Colleges of Technology
Iowa State University	Johns Hopkins University	Johnson County Community College
Kent State University	Kentucky Community & Technical College System	Kwantlen Polytechnic University
Liberty University	Long Beach Community College District	MacEwan University
Marquette University	Marshall University	Massachusetts Institute of Technology
Miami University of Ohio	MiraCosta College	Mississippi State University
Montana State University-Bozeman	Montclair State University	Mount San Antonio College

Mt. San Jacinto Community College District	New Mexico State University	North Carolina State University (NC State)
North Dakota State University	North Orange County Community College District	Northeastern University
Northwestern University	Oakland Community College	Oklahoma State University-Stillwater
Old Dominion University	Oregon State University	Pace University-New York
Pasadena City College	Pennsylvania State University	Portland Community College
Purdue Global University-Davenport Campus	Queen's University	Quinnipiac University
Saint Louis Community College	Saint Louis University	Sam Houston State University
San Francisco State University	San Jacinto Community College	Santa Barbara City College
Sierra College	South Texas College	Stanford University
Tarleton State University	Temple University	Texas A&M University-College Station
Texas A&M University-Corpus Christi	Texas State University	Texas Woman's University
Towson University	Tulane University	University College Cork
University of Akron	University of Alabama-Birmingham	University of Alabama-Tuscaloosa
University of Alaska-Anchorage	University of Arkansas	University of California-Berkeley
University of California-Davis	University of California-Irvine	University of Chicago
University of Colorado-Boulder	University of Colorado-Denver	University of Dayton
University of Denver	University of Florida	University of Guelph
University of Illinois-Urbana-Champaign	University of Iowa	University of Kansas
University of Louisville	University of Manitoba	University of Maryland-College Park
University of Miami	University of Missouri-Columbia	University of Nebraska-Lincoln
University of Nebraska-Omaha	University of New Hampshire	University of North Carolina-Chapel Hill
University of North Carolina-Greensboro	University of North Dakota	University of Northern Iowa



University of Oklahoma	University of Oregon	University of Ottawa
University of Pennsylvania	University of South Carolina-Columbia	University of Texas-Arlington
University of Texas-Austin	University of Texas-El Paso	University of Texas-San Antonio
University of Toledo	University of Vermont	University of West Florida
University of Wisconsin-Eau Claire	University of Wisconsin-La Crosse	University of Wisconsin-Madison
University of Wisconsin-Milwaukee	University of Wisconsin-Whitewater	Valencia College
Ventura County Community College District	Virginia Commonwealth University	Washington University in St. Louis
Wayne State University	West Chester University of Pennsylvania	West Virginia University
Western Kentucky University	Western Sydney University	Wichita State University
Yale University	Youngstown State University	

Tab (8) 4.3.1 Executive Summary



Leepfrog Technologies, Inc.
2451 Oakdale Blvd, Suite 100
Coralville, IA 52241
Ph: 888-533-7376
Fax: 888-437-7435
rfp@courseleaf.com
courseleaf.com

March 9, 2021

Request for Proposals – Catalog Management Solution | RFP-2021-057-JH

Leepfrog Technologies is pleased to present our response to Broward College’s catalog management solution request for a proposal (RFP). CourseLeaf was developed to automate, synchronize, and streamline the catalog processes at Broward College, while integrating with your SIS. Broward College staff will be empowered with a fully-integrated online solution to track the development and approval of catalog changes in an easy, collaborative, and intuitive environment. CourseLeaf delivers a strategic, prudent investment for the College that will deliver positive results for years to come.

By selecting CourseLeaf, Broward College will have confidence knowing you have partnered with an experienced vendor who serves over 425 of the most academically complex institutions in the US, Canada, Australia, Ireland, Hong Kong, Qatar, and the UAE. CourseLeaf will enhance the catalog, course, and program management at the College with:

- Intuitive software that’s fully-integrated, dynamic, and configurable to display catalog information in intuitive layouts that make it easy for students to search for and discover courses and programs of interest.
- Responsive modern catalog design using HTML5 to publish to multiple platforms delivers an excellent student experience on all devices, ensuring students have quick and consistent access to accurate information from one location.
- In-house developed, deployed, and supported data integration using a secure, reviewable process that adheres to the College business rules. Plus, we include powerful data access APIs and web services for integration with other external systems on campus.
- In-house developed, deployed, and supported proprietary SIS Transfer and Bridge components.
- Powerful workflow tools that move work off College staff to CourseLeaf, and the flexibility to accommodate all processes with complete governance and transparency across the entire organization.
- PDF output capabilities using your existing branding to enable College staff to publish directly from the software without first exporting to MS Word or InDesign.
- Proven, industry leading training programs that incorporate a series of training sessions on-site to maximize use and adoption of the software.
- World-class technical support and maintenance from experienced industry professionals.

To date, we count over 41 schools who have switched from other vendor solutions to use CourseLeaf. This is not only because CourseLeaf is the most innovative solution available, but because of the service and support we extend to all of our clients. Our software is the most innovative solution available—built to meet the needs of institutions like Broward College—and has industry-leading expertise, service, and support that we extend to each of our clients.

We invite you to partner with CourseLeaf as we continue to advance the state of the art. As your needs and goals may change over time, as higher education develops new standards, or as technology continues to change, we welcome you to join with Leepfrog for a long-term partnership approach; our history has proven that we will evolve with you. We look forward to working with you on your catalog needs.

Key Staff

Your key contact for this RFP is:

Moses de los Santos, Sales Director

mdelossantos@courseleaf.com

(319) 337-3877

Please view resumes of Leepfrog's key staff in Tab (8) 4.3.2 Organizational Profile.

History of Leepfrog

Lee Brintle founded Leepfrog Technologies more than 25 years ago in Iowa City, Iowa. We have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Company Details

- Leepfrog Technologies, Inc. is a corporation founded in 1994 and has been in business for 25 years.
- Leepfrog has been providing CourseLeaf since 2008 and was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.
- Leepfrog currently employs 120 full-time employees.
- Clientele includes over 425 higher education institutions in the United States, Canada, Australia, Ireland, Hong Kong, Qatar, and the United Arab Emirates.
- DUNS: 839172814
- FEIN: 42-1442334
- NIGP Numbers: 208-36, 208-37, 208-94, 920-07, 920-31
- NAICS Code: 541512; SIC Code: 7379
- Payment terms are Net 30.
- Leepfrog has never filed for bankruptcy or been in loan default and has no pending liens, claims, lawsuits.
- Leepfrog is neither for sale nor seeking to become acquired by another business entity.

Alliances & Partnerships

Leepfrog Technologies partners with leading higher education solution providers and is proud to partner with the following companies and professional associations.

- Student Information System Partners: Ellucian Collaborative Development Partner, Oracle Gold Partner
- Learning Management System Partners: Blackboard, Canvas
- Room and Event Scheduling Partners: Accruent-EMS, CollegeNet 25Live Room Scheduling System
- Institutional Effectiveness/Strategic Planning Partner: Nuventive
- Diplomas and Credentials Partner: Paradigm

Our Expertise

Leepfrog has significant in-house experience managing and consulting CourseLeaf Catalog and Curriculum implementations and has done so for over 425 institutions in Higher Ed; our client base includes a broad mix of varying sizes and complexity. We have the resources, talent, and expertise to customize our baseline solutions to meet our clients' specific needs. Nearly half of our employees are 100 percent dedicated in the technical fields of software development, implementation, and technical support of our products, with the remaining staff dedicated to customer service, sales and marketing, project management, and internal operations.

- **Software Development** – Over 20 senior-level development staff with over 60 years of combined experience, specifically in catalog, curriculum, scheduling, and student registration management systems.
- **Data Integration & Consultation Representatives** – 16 full-time integration/consultation experts with a strong working knowledge of integrating CourseLeaf with campus systems.
- **Technical Support** – 26 full-time technical support personnel.

Leepfrog's philosophy is that academic software should not drive institutional policy or process but be adaptable and configurable to institutional business rules, as no two institutions are precisely the same. Many of our clients came to Leepfrog after discovering their out-of-the-box solutions fell far short of meeting their goals and expectations. Therefore, our mission is to aggressively serve our clients by developing industry-leading, relationship-building software solutions customized to each institution. We do not just give you what you have asked for; we help analyze the problem and provide the tailored solution you need to fix it.

Tab (9) 4.3.2 Organizational Profile

State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under.

Leepfrog Technologies

2451 Oakdale Boulevard, Suite 100

Coralville, IA 52241

Phone: (319) 337-3877

Fax: (888) 437-7435

Other names: n/a

Contact information including Principal's name, telephone number, and email address.

Lee Brintle, Founder and President

lbrintle@leepfrog.com

(319) 337-3877

Size of organization.

Leepfrog Technologies currently employs 120 full-time staff.

Number of years established in business, include operation under other Firm names, providing services same or similar as described herein.

Leepfrog Technologies was founded in 1994 and has been providing the higher education software CourseLeaf since 2008. Leepfrog was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.

Number of years in business in the State of Florida.

Leepfrog Technologies is based in Coralville, Iowa.

Resumes of individuals that will have direct role in performance and supervision of this engagement.

- **Lee Brintle – President** is the founder of Leepfrog Technologies and the lead architect for the CourseLeaf Suite. He has developed hundreds of architecture and programming solutions for a variety of companies, colleges and universities, government organizations, and nonprofit organizations over the last 20 years.

Education: The University of Iowa, Iowa City, IA. Master of Computer Science (MCS) and Bachelor of Science, Computer Science.

- **Moses de los Santos – Sales Director** has over 20 years of experience guiding technology software clients through complex decisions by implementing disciplined sales methodologies.

Education: Messiah College, PA. Bachelor of Arts in Computer Science.

Cornel University, NY. Graduate Certificate

- **Matt McGuire – Lead Client Services Manager** uses his experience and knowledge of the CourseLeaf CAT module to analyze and solve clients’ pain points. He has over a decade of experience in customer service, project management, and process improvement.

Education: University of Iowa, Iowa City, IA. Bachelor of Business Administration.

- **Jill Wehrheim – Lead Catalog Editor** uses her many years of experience at Leepfrog to ensure she matches clients with the right CourseLeaf solution. Her knowledge of strategic content organization and database systems enables her to assist clients during their CourseLeaf CAT and CIM implementations.

Education: University of Iowa, Iowa City, IA. Master of Arts in Library and Information Science. Southeast Missouri State University. Bachelor of Science in Interdisciplinary Studies.

- **Amy Johnson – Implementation Manager** has 20 years of experience as a project manager and leads the Implementation Team, which is responsible for ensuring a successful adoption of CourseLeaf’s educational solutions. She values the relationship she forges with clients as a partner in their implementation journey.

Education: University of Iowa, Iowa City, IA. Bachelor of Arts in Communication Studies.

- **Randy Pospisil – Support & Training Manager** of the CourseLeaf support (CLHelp) and training teams. With over 20 years of experience in education and adult learning, Randy directs the training program and documentation of CourseLeaf software.

Education: The University of Iowa, Iowa City, IA. Bachelor of Arts, Elementary Education. Dallas Theological Seminary, Dallas, TX. Master of Theology.

Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience.

Leepfrog does not have local (Miami-Dade, Broward or Palm Beach) account representatives or direct project staff.

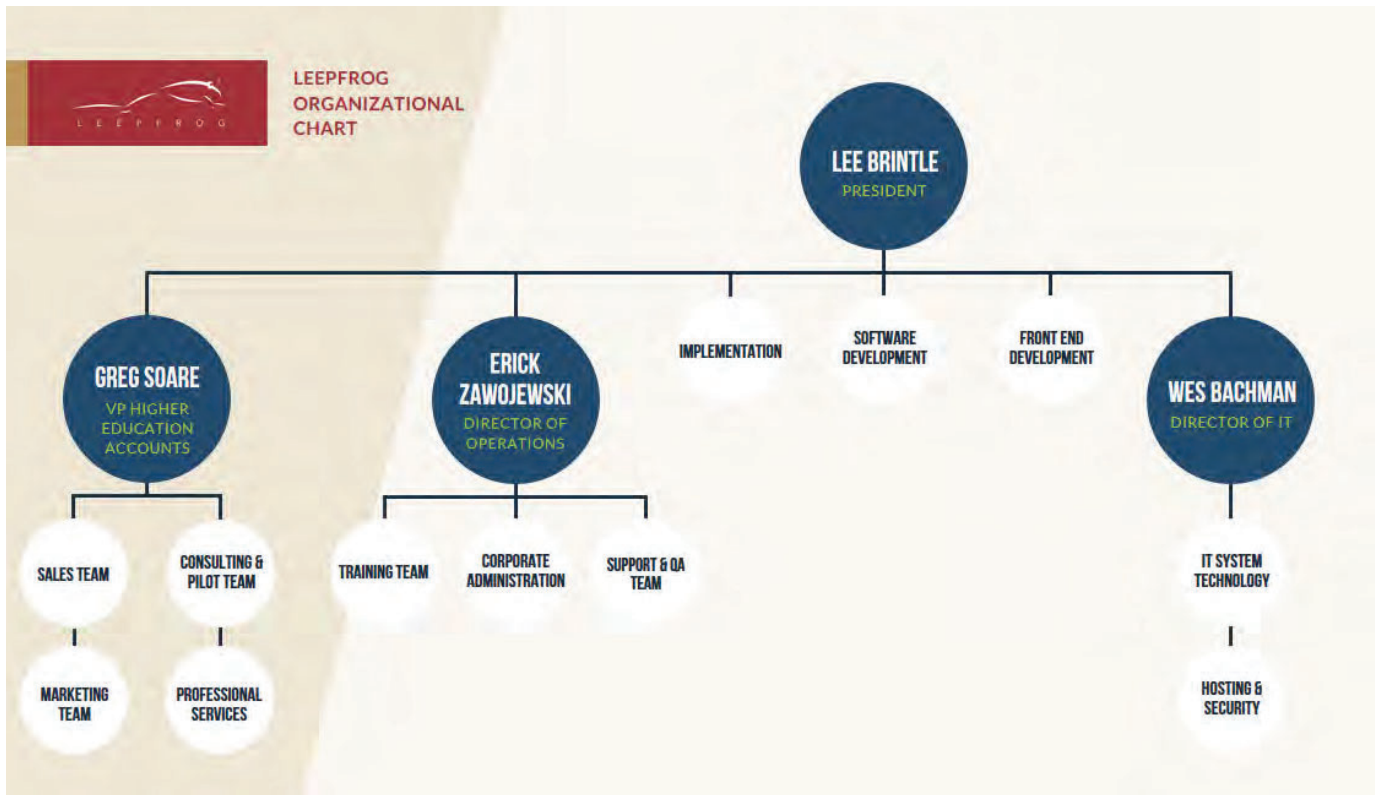
Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation, preferably for higher education or public-sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)

The following CourseLeaf CAT projects can be verified via references requested in Section 4.3.4:

- University of Miami
- Lorain County Community College
- City Colleges of Chicago
- Cuyahoga Community College



Tab (10) 4.3.3 Organizational Chart and Account Management and Staffing



Leepfrog’s organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. With over 25 years of experience, we have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Leepfrog is committed to providing exemplary customer service, timely technical support, and online help solutions for our over 425 higher education clients. In addition to the high quality of our products and our partnership approach to software development, our support and customer service has helped position us a clear leader as a provider of effective solutions for higher education. Not only do we provide that support at a level superior to our competitors, but as an inclusive service included in the cost of our products. This approach to customer support is part of the reason why Leepfrog continues to experience over 99% client retention.

Tab (11) 4.3.4 References

Attachment K – Performance Survey Forms for this RFP were sent directly to Broward College by:

University of Miami

Cynthia Connor-Urbina

c.connor1@miami.edu

(305) 284-3132

City Colleges of Chicago

Daniel Pattley

dpattley@ccc.edu

(312) 553-3439

Cuyahoga Community College

Holly Craider

holly.craider@tri-c.edu

(216) 987-2006

Lorain County Community College

Rosemary Schestag,

rschesta@lorainccc.edu

(440) 366-7412

Tab (12) 4.4.1 Proposed Solution

REQUIRED CAPABILITIES

Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study.

This requirement would be met with the CourseLeaf Curriculum (CIM) module, which is outside the scope of this proposal. While CourseLeaf CAT performs as a standalone system, integration with CourseLeaf CIM allows the institution to harness the full power of CourseLeaf and provides a completely streamlined catalog, course, and program process for ultimate efficiency.

CourseLeaf CAT integrates with your CID and Workday software.

Integrates with other institutional systems, such as the student information system (CID and Workday), course scheduling, degree navigation aids, degree audit, assessment and accreditation software.

CourseLeaf views your SIS as the source of truth, and is able to integrate with CID and Workday through powerful data access APIs. The software is able to integrate with a variety of other institutional sources that may use academic information, with primary integration services being provided by XML over HTTPS using a RESTful API.

Integrates catalog management and program of study documentation.

Academic catalogs in CourseLeaf can be arranged and categorized following the requirements set forth by Broward College. There are no limitations to the web design capabilities, formats, information displays, and other Broward College branding and styling requirements within CourseLeaf. The software will display course lists that adhere to College-specific branding requirements and will also total the number of hours required, a feature found most useful by students and faculty alike. Course lists will populate from your SIS on an ongoing basis based upon the effective date of the catalog to ensure course data remains accurate. This allows the catalog organization and navigation to be tailored in such a way as to blend with your master website without having a negative impact on how the content is presented.

The College can categorize and present course and program offerings however you prefer. The presentation of your course and program content is completely customizable to the preferences set by the College; we apply your formatting standards to the style sheets that drive the look-and-feel of your course and program content, so the options are very flexible and tailored to Broward College.

Below is an example of how Cuyahoga Community College (Tri-C) displays their career pathways. Tri-C purchased additional CourseLeaf CAT Impact services to include a unique Academic Pathways landing page that allows students to quickly find and select their Pathway of interest, then filter down for Career Pathways based on time-frame for completion, proficiency, or post-degree profession. The Pathway page also includes links to other information pertinent to student planning such as transfer opportunities, professional development, personal enrichment, career exploration and planning tools, as well as a host of other program attributes.

Home / Academic Pathways / Business / Accounting

Accounting

Overview | **Related Programs/Training**

ACCOUNTING

[Accounting, Associate of Applied Business](#)

CAREER PATHWAYS
Many Options for Success

View Related Degrees and Certificates
This program shares coursework with the following degrees and certificates. Use the buttons below to display shared courses.

Short-Term: | Proficiency: | Post-Degree Professional:

✓ 17 courses overlap with [Payroll, Certificate of Proficiency](#)

Certificate(s) may have an open elective or an open Math, Communications, Arts & Humanities, Social & Behavioral Sciences, Natural and Physical Sciences that will not display on this page as an overlapping course. See Certificate Program page for complete list of certificate requirements.

ACCT-1041	Individual Taxation	4	✓
ACCT-1311	Financial Accounting	3	✓
BADM-1020	Introduction to Business	3	✓
Select one of the following:		3	
ENG-1010	College Composition I		✓

Lorain County Community College is another CourseLeaf client who uses the automated table generator and hyperlink management tool in CourseLeaf to display the certificate and degree requirements associated with their academic pathways, allowing students to drill-down and explore all elements of the pathway, including short-term certificate, degree, career opportunities, salaries, and a detailed semester breakdown of the required program to meet the pathway requirements.

The screenshot shows the CourseLeaf interface for Lorain County Community College. The main content area displays 'Academic Pathways' with categories like Business and Entrepreneurship, Computer and Information Technologies, Culinary and Hospitality, and Education. A 'Real Estate Short-Term Technical Certificate' is highlighted, showing a detailed curriculum table for the first year.

FIRST YEAR		
SEMESTER I		HOURS
CSIS 121	MICROCOMPUTER APPLICATIONS I	3
ECBA 123	MACROECONOMICS	3
ENGL 101	COLLEGE COMPOSITION I	3
FNCE 111	REAL ESTATE PRINCIPLES & PRACTICES	3
FNCE 112	REAL ESTATE LAW	3
FNCE 115	REAL ESTATE FINANCE	3
FNCE 118	REAL ESTATE APPRAISAL	3
SHED 101	COLLEGE 101 I	3
	Hours	18
	Total Hours	18

* A student must register for the orientation course when enrolling for more than six credit hours.

"Pathways" is a term that can vary and be defined by each institution. For example, City Colleges of Chicago district, which has 7 colleges and is a CAT and CIM client, defines their Pathways as the suggested sequence of courses. We have also seen institutions refer to this as a "plan of study", "semester sequence", "suggested plan", and more. They house this on a tab in their catalog as shown below. <https://catalog.ccc.edu/academic-program-requirements/air-conditioning-heating-basic-certificate/#pathwaytext>


Home > Academic Program Requirements > Air Conditioning - Heating, Basic Certificate

2020-2021 EDITION

- Academic and Student Policy
- Overview
- Programs Offered by College
- Credit Program Requirements
- Academic Program Requirements
 - A+ Certified Computer Technician, Basic Certificate
 - Accounting Clerk, Basic Certificate
 - Accounting, Basic Certificate
 - Accounting, Advanced Certificate
 - Accounting, Associate in Applied Science
 - Addictions Studies, Basic Certificate
 - Addictions Studies, Advanced Certificate
 - Addictions Studies, Associate in Applied Science
 - Advanced Social Services - Addictions Studies, Advanced Certificate
 - Advanced Social Services - Addictions Studies, Associate in Applied Science
 - Air Conditioning - Commercial Refrigeration, Basic Certificate
 - Air Conditioning - Domestic Refrigeration, Basic Certificate
 - Air Conditioning - Heating, Basic Certificate**
 - Air Conditioning and Refrigeration, Advanced Certificate
 - Air Conditioning and Refrigeration, Associate in Applied Science
 - Alternative Fuel Vehicle Technology, Basic Certificate

Air Conditioning - Heating, Basic Certificate

PRINT OPTIONS
APPLY NOW



College(s):

Program Code: 0178

OVERVIEW
PROGRAM REQUIREMENTS
PATHWAY

Pathway

This is an **example course sequence** for students interested in pursuing Air Conditioning and Refrigeration. It does not represent a contract, nor does it guarantee course availability. If this pathway is followed as outlined, you will earn a Basic Certificate (BC) in Heating.

Semester-by-Semester Program Plan for Full-Time Student

All plans can be modified to fit the needs of part-time students by adding more semesters.

SEMESTER 1		HOURS
AIR CON 101	Intro Air Conditioning I	3
MATH 107	Math For Technicians I	4
Hours		7

Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes.

CourseLeaf's dedicated workflow management administrative screen provides full control to specify the types of information requiring workflow approval and the conditional permission levels for those users who need to approve curricular changes. CourseLeaf includes the ability to create multiple workflow approval paths dependent on proposal type and the academic governance committees responsible for those proposal types, as many departments have committees specific to their academic areas and may have different processes for different types of proposals. The goal with CourseLeaf is to automate workflows in an easy-to-use system. Some of the most powerful features of CourseLeaf workflow include:

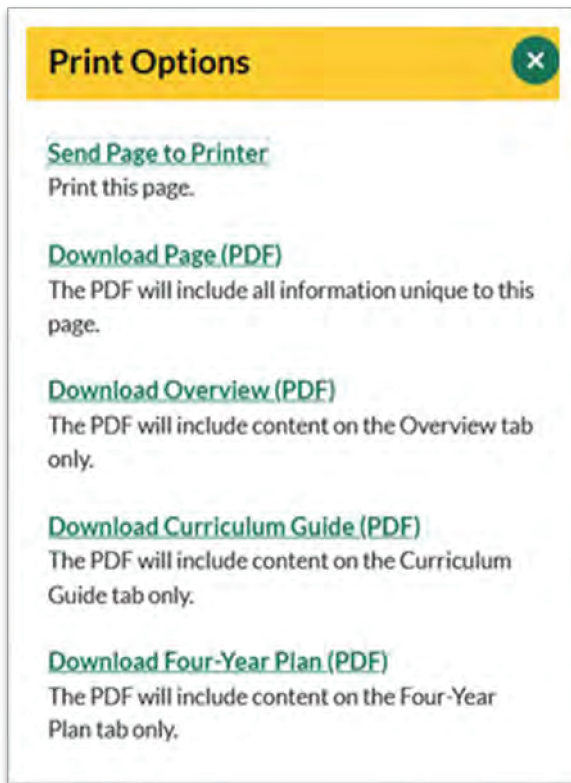
- **Sequencing.** CourseLeaf allows administrators to specify the order in which individuals can act on a section of content. This provides much more control over when and what impact a person will have on the curriculum and is strongly preferred over the 'free-for-all' method of assigning permissions to individuals.
- **Standardized Workflows.** CourseLeaf allows you to set up standardized workflows for easier maintenance. For example, each department may specify standard workflows that follow a pre-defined approval path. This allows them to customize their workflow while still making the management of the entire process much easier for administrators.
- **Placeholder Replacement.** Swap words are customized for each institution and are used to create dynamic steps in workflow. Some examples of dynamic steps using these swap words include Col Dean, Dept Chair, and Subj Director. These dynamic steps are listed as steps in the workflow template and are then swapped out with corresponding roles in role management. For example: Dept Chair in a workflow template will be swapped out with a role matching the workflow step name and including the department code, MATH Chair or BIOL Chair for instance.
- **Data Driven Steps.** CourseLeaf curriculum workflow allows the curriculum administrator to easily define steps in the approval process that may be triggered by data values in the proposal. For example, if a checkbox on the course proposal form indicates that the course is offered as Honors, an additional step or steps may be automatically included in the workflow to allow the Dean of the Honors College to review and approve honors courses. Data driven steps can be used with any fields or values in the proposal and require no human intervention to redirect proposals to all the necessary reviewers.
- **Ease of Use.** CourseLeaf's workflow requires no prior experience and minimal training, using a familiar point and click interface to select individuals and roles for workflow.

CourseLeaf's dedicated Role Management administrative toolset is designed for the task of making it fast, easy, and intuitive for admins to define roles and assign the appropriate faculty and staff. The system is flexible and can be customized to fit your specific business process needs. Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however, the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, rollback, or remain.

Ability to produce an on-line, interactive catalog that can be published in part or as a whole in a hardcopy version.

Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 AA and Section 508 accessible, accurate, and user-friendly catalog. CourseLeaf CAT allows automatic publishing of PDF documents for each page in the catalog. Further, administrative tools provide the ability to combine pages from the site into specific documents for marketing, compliance, or advising. For example, your institution may require a PDF version of your catalogs content for compliance, but also prefers to include a document that only contains information for each college. Both are easily accommodated in CourseLeaf. CourseLeaf catalogs can be exported to PDF and include version information and the branding/formatting standards defined by Broward College. Users can export current and archived versions of the catalog, and CourseLeaf will automatically generate a full, static, accessible PDF catalog that can be downloaded or printed on demand.



Print Options ×

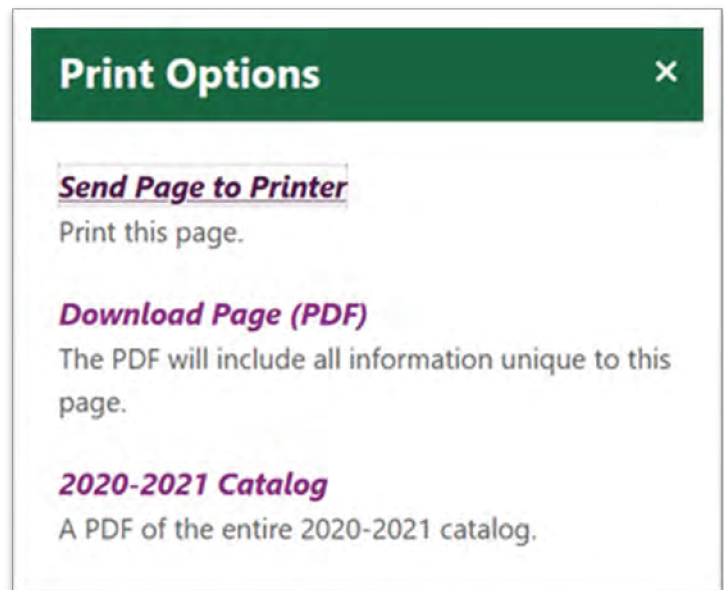
Send Page to Printer
Print this page.

Download Page (PDF)
The PDF will include all information unique to this page.

Download Overview (PDF)
The PDF will include content on the Overview tab only.

Download Curriculum Guide (PDF)
The PDF will include content on the Curriculum Guide tab only.

Download Four-Year Plan (PDF)
The PDF will include content on the Four-Year Plan tab only.



Print Options ×

Send Page to Printer
Print this page.

Download Page (PDF)
The PDF will include all information unique to this page.

2020-2021 Catalog
A PDF of the entire 2020-2021 catalog.

Ability to archive past catalogs.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and includes a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published (as some solutions require links to catalog content to be changed each time a catalog is published).

The online catalog version must provide hotlinks and be able to update all references to a course when a change is approved.

CourseLeaf allows users to create catalog text or program entries that link dynamically within the catalog or to external web pages. CourseLeaf features a hyperlink management tool within the CourseLeaf dashboard, making it easy to edit and update any links within your catalog. CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

System allows for configurable role-based permissions and segmented security access.

CourseLeaf offers tremendous flexibility and ease with user access permissions and roles and can define view access to the level of granularity to effectively satisfy the individual needs of the institution. CourseLeaf provides granular, configurable, role-based permissions for Broward College to access the software and manage information. The users and roles may be arranged and configured in a wide variety of ways, with scopes that apply to different levels of data. For example, a user that can edit and approve content in one role may only be able to view the proposal in another role or be able to view and annotate. Within CourseLeaf, there are three basic levels of permissions for users:

- **Administrator.** Administrators are able to execute any action within the system, either on their own or on behalf of another user. Administrators may assign other permissions and may modify almost any system setting.
- **User.** Users only have permission to perform actions that they are either explicitly or implicitly permitted to do. Users may be filtered based on an authentication attribute, such as a faculty/staff indicator.
- **Guest.** Guests are any user on the website who is not logged into CourseLeaf.

Allows form-based input by multiple user types (faculty, associate deans/coordinators, and administrators).

CourseLeaf manages and tracks the relationship and ownership of course, program, and all other academic catalog content through Role Management. CourseLeaf distributes content based on access and permission groups called roles, and each section of content has its own set of people who can act on the content. Through role management, the College will have complete flexibility and control of:

- Who has ownership to what content,
- Who (whether one person or an entire department) can act on the content,
- At what point in the process they can act on that content, and
- What role they can play – be it view only, author, editor, approver, or just notified in workflow.

User permissions in workflow are also role-based. CourseLeaf is very flexible in how roles can be used and managed. A role can consist of one or multiple members. Users can belong to multiple roles in CourseLeaf workflows. In different roles, they may have differing abilities and restrictions to add, edit and view content in

the catalog or curriculum proposal workflow. A user that can edit and approve a proposal in one role may only be able to view the proposal in another role or be able to view and annotate.

Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, roll back, or remain.

Includes the ability to customize and revise forms easily.

CourseLeaf allows for the creation of customized fields for course and program proposal forms and the College can create multiple forms for different request types as needed. There is no limit to the number of fields that can be imported or how the forms are designed and formatted to facilitate data entry. We have experience parsing data from different data sources, ensuring that we deliver a solution that meets the unique business requirements of each institution.

Include an authorization system that tracks approval signatures and alerts users that signatures are needed.

For most institutions, the workflow history (and the permanent archive that's created) in CourseLeaf serves as the official record that each user has completed their approval step in the workflow path, eliminating the need for an additional electronic signature. CourseLeaf is flexible; depending on your specific governance requirements, approval signatures by members in workflow can be attached as files/comments to any workflow proposal.

Track changes to courses and programs made during short-term review processes prior to formal approval so that changes in-process are visible to stakeholders.

CourseLeaf CAT will track and log all edits made by each individual at each step of the workflow process for all changes made. Edits are color-coded with bold green text denoting added information and red strikethrough denoting deleted information. Each time content is changed, CourseLeaf logs the changes by user, date and time, memo/note information, providing an audit trail that covers the life of each catalog. Users can click and see the color-coded comparison to the current information. The links to the revision histories are located in a corner of the screen so users can immediately reference the content in prior iterations. CourseLeaf provides

quick access to prior versions as links in the right margin under the activity log so users can immediately and easily reference the content in prior iterations.

Additionally, users can:

- Click a button to toggle back and forth to see the 'clean' copy as it would appear if all changes were to be approved, versus the edited version with all the proposed changes highlighted.
- Drill down to see the changes made by each individual in the workflow chain, as opposed to the aggregate of all the changes made by prior editors in workflow.

Welcome to the Lilypad University ~~2014-2015~~ **2015-2016** catalog! We are pleased to provide an interactive and searchable catalog online.

The catalog is a comprehensive **guide to serve as a contract between the university and student reference** for your academic studies. It includes a list of all **accredited** degree programs offered at **Lilypad University, MU**, including bachelors, masters, specialists, doctorates, minors, certificates, and emphasis areas. It details the university wide requirements, the curricular requirements for each program, and in some cases provides a sample plan of study. **In addition, the** ~~The~~ catalog includes a complete listing and description of approved courses. It also provides information on academic policies, contact information for supporting offices, and a complete listing of faculty members.

Provide a history of changes to and/or archiving of approved courses and programs that is accessible to individual faculty users, faculty governance, and administrators.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and include a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published. This is not always the case with other solutions that require links to catalog content to be changed each time a catalog is published, adding an unnecessary burden on your staff. Examples showing archived catalogs are here:

- West Chester University of Pennsylvania: <http://catalog.wcupa.edu/catalogarchives/>
- Marquette University: <http://bulletin.marquette.edu/previousbulletins>
- University of Missouri Archive: <http://catalog.missouri.edu/archives/>
- Valencia College Archive: <http://catalog.valenciacollege.edu/catalogarchives/>

Provide communication tools that update stakeholders on changes to courses and programs.

Workflow notifications are automatically email-driven and completely configurable for those who should receive messages. Workflow emails can be configured so they are sent to a variety of user types, including all users in the workflow, single or multiple departments at the same time, or to specific users based on role. These notifications can be automated or sent on demand to alert individuals to deadlines, agenda postings, meeting minutes or other tasks and postings. FYI notifications can also be automatically sent to notify designated individuals (including those not involved in approval workflow) when proposals have passed specific steps in the workflow process or when approvals are complete.

Generate clear reports of the curriculum and catalog changes made in any given academic year.

CourseLeaf CAT users have access to many standard reports that allow users to report on granular data with the flexibility to ad-hoc report on all stages of workflow and approvals through various parameters as needed. Reports can be run on all data inside the CourseLeaf database, so the reporting parameters are very robust. These reporting tools are built into the CourseLeaf solution and provided at no additional charge. Some of the most popular reports include:

- **System Snapshot:** "Thermometer" type of display showing the overall progress report for the entire system or a portion of the system. The report is interactive, allowing for drill-downs, click-to-email contacts, and export the results to Excel/CSV. Useful for CourseLeaf Administrators.
- **Approved:** Report on approved proposals within a user-defined data range. Useful for all users.
- **In workflow:** Report on proposals currently in workflow. Useful for all users.
- **Difference:** Report the changes to a proposal, including approved and differences. Useful for all users.
- **Snapshot:** Report the current data values of approved or edited versions of proposals. Useful for all users.
- **Reconciliation:** Report on differences in the data between CourseLeaf and the SIS. Useful for CourseLeaf Administrators.
- **Role Members:** Report all roles in the system and members or users populating those roles. Useful for CourseLeaf Administrators.
- **Stale Proposal:** Report stale proposals or proposals that have been edited and not submitted to workflow in X amount of days. Useful for CourseLeaf Administrators.
- **Stalled Proposal:** Report stalled proposals or proposals that are stalled at a specified workflow step. Useful for CourseLeaf Administrators.

CourseLeaf reporting provides a complete view of the system. The ad-hoc data warehouse reporting tool (TCFDB) allows users to capture customized views of all data inside the system and run reports with robust parameter sets. All reports can be saved and shared with any institutional member through Excel/CSV, and PDF outputs or HTML/XML web output as the URLs become a direct link for the report. No special software is necessary for reporting within the CourseLeaf solution. Should the College wish to use additional tools outside the built-in data warehousing solution (TCFDB), the CourseLeaf data resides in an SQLite database, which can be queried or exported using a wide variety of third-party tools (such as COGNOS, ARGOS, Crystal Reports, and many others).

Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.).

CourseLeaf has embedded accuracy tools in the software that compare course data and flag inconsistencies. CourseLeaf integrates with your Student Information System to pull versioned information on an ongoing basis and regularly flags inconsistencies between systems.

CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the

catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

Ease of use and learning for application administrator, content owners, and end-users.

CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise.

CourseLeaf implementation includes extensive training and online resources for all College staff (including administrators, IT personnel, and end-users). Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Has a Help function with online tutorials and guides for end-users.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.

More information can be found in the "Ongoing Support Services (CLHelp)" section.

SYSTEMS REQUIREMENTS

Software integration with SIS (CID and Workday)

A basic foundation of our approach to integration for all CourseLeaf modules is that your Student Information System should always be maintained as the source of truth, ensuring that your data is always up-to-date, in sync, accurate, secure and reliable. For this reason, we have developed processes for the secure transmission of data between your SIS and CAT.

CourseLeaf does not push the burden of SIS integration onto the institution, as is the case with some comparable solutions. The advantage offered by CourseLeaf is a more accurate translation of academic data from the SIS into the software; by hard wiring key data points, CourseLeaf ensures that the institution will no longer question data accuracy or worry if the software and SIS data fall out of alignment.

CourseLeaf includes web services to allow information interchange with a variety of external systems in use at Broward. CourseLeaf can utilize APIs from 3rd party applications to import data into the system. Primary integration services are provided by XML over HTTPS using a RESTful interface. All system data and objects are available via the integration platform. The data export formats are extremely flexible, and include raw data export and a well-documented "groomed" data export.

Authentication via Active Directory

CourseLeaf integrates with existing campus single sign-on systems using protocol-based attributes to provide authentication. We can easily integrate with your ActiveDirectory services database through LDAP.

Authenticate existing username and password credentials (SSO)

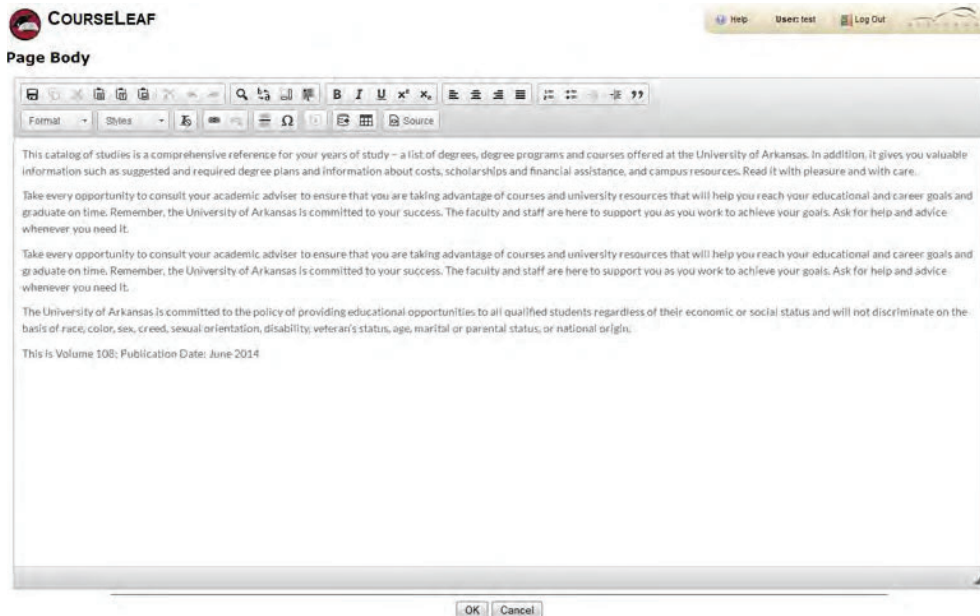
CourseLeaf provides seamless user access as Broward College users transition between multiple systems and/or applications. The software fully integrates with your existing SSO system so users will authenticate with their current campus credentials, freeing them from having to use yet another username and password.

Track Usage Statistics

CourseLeaf uses internal, built-in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand. Analytics have been used by our clients to review statistics and update their catalog accordingly. Schools use core tools within CourseLeaf - such as the built-in analytics - to strategize ways to create a user-friendly catalog that helps drive admissions and enrollment, and generate critical community support. Review published CourseLeaf catalog to see how new students or admissions advisors, program-specific advisors, or even career-centered advisors could use the accessible catalog with individuals across interest and computer literacy levels. The catalog is your contract with the student, a source of truth reaching a wide and diverse audience. You can use analytics in CourseLeaf to learn more about your site in powerful ways.

Easy end-user interface

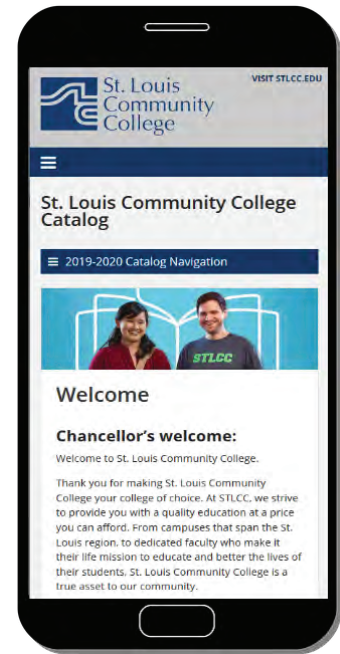
CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise. CourseLeaf routinely receives high marks for the WYSIWYG editor built into the software.



Mobile first layout, but also compatible with multiple types of devices and browsers

CourseLeaf delivers a catalog that is smart enough to adapt itself to the device by design and provides an easy intuitive experience that is critical with a diverse student population. Due to the nature and complexity of your catalog content, CourseLeaf CAT uses HTML5 responsive design technology to account for devices of varying sizes, including desktop, laptop, tablet, and smartphone. Rather than using separate web and mobile sites, the CourseLeaf approach of integrating your content ensures consistent display, faster load times, and the hassle-free experience of accessing data from one location.

CourseLeaf is browser agnostic and supports industry-standard browsers. CourseLeaf can be accessed on Mozilla Firefox 10 or above, Google Chrome version 20 or above, Apple Safari 5 or above, and Microsoft Edge 20 or above. CourseLeaf does not support Internet Explorer. Leepfrog performs rigorous testing across browsers to ensure maximum compatibility and functionality. Please note these are our currently supported browser versions to date and are subject to change as older versions reach end-of-life support by their providers.



Real-time interaction between the hosted software and SIS

CourseLeaf offers full bi-directional, real-time integration with your SIS, automating data transfer between the two systems, and eliminating the errors and need for additional resources associated with manual data entry. More importantly, CourseLeaf maintains your SIS as the source of truth at all times, ensuring that your data is always up-to-date, in sync, accurate, secure, and reliable.

CourseLeaf includes powerful data access APIs to enable the software to integrate with various external sources that may use academic information.

Provide both initial and ongoing training allowing interface with dedicated client services representative consistently via both email and telephone

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services.

Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the full implementation, ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to

the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Support is available 24x7, via email, phone, and web ticket. Please review the CourseLeaf Training and CourseLeaf Ongoing Support Services (CLHelp) sections for more details.

HOSTING REQUIREMENTS

Provide a secure hosting solution

CourseLeaf is cloud-based with robust data security and backup capabilities in place to secure Broward College data. The CourseLeaf solution can be hosted either on AWS or at the Leepfrog facility in Iowa City, IA. Leepfrog maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. All core routers include stateful firewalls custom configured by Leepfrog staff, and all web servers include host-based firewalls, also custom configured by Leepfrog staff. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Support analytic tools and usage information

CourseLeaf uses internal, built in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand.

Support Emerging platform standards

One of the greatest benefits of CourseLeaf is our ability to adapt technically as institutions change over time. As a custom software development company, staying current with new and emerging technologies is part of our DNA. We believe in constant innovation, fostering industry-leading solutions that are designed specifically for higher education.

Provide a documented backup, restore and archive policies and procedures in support of a 24/7 operation

CourseLeaf backs up data on a nightly basis. At least once per week, this array is rotated; at least one rotation is located at an off-site location. Twice per year, the entire solution is permanently archived. In addition to the backups, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups. The "Recovery Point Objective" (RPO) is 24 hours, which provides an objective to include in the recovery all client data that had been entered into CourseLeaf more than 24 hours before the event. The "Recovery Time Objective" (RTO) is 24 hours, which provides the objective to have the disaster recovery sites deployed within 24 hours of an event. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

Provide documented disaster recovery procedures

Leepfrog maintains a detailed disaster recovery plan and the process is tested twice per year in order to ensure correct configuration and operation in the event of facility loss. Our data center has fully redundant HVAC for our server facilities, fire safety and detection systems, and is secured by an on-line Enterprise class UPS dedicated to the data center, which is tested regularly. The facility features redundant routers with full hot standby fail-over and redundant multi-homed internet connections. The data center also features a standby backup generator with automatic fail-over that can power the entire facility in the event of a power failure. This generator is tested regularly and has inspection and maintenance twice yearly. Because no amount of planning and redundancy can make any facility totally secure from catastrophic events, Leepfrog also utilizes off-site disaster recovery in Amazon Web Services.

Provide system security provisions

Leepfrog reviews a number of sources for security vulnerabilities including various public mailing lists, vendor mailing lists, websites, etc. Upon notification of a vulnerability we develop a plan particular to the vulnerability which may include timely deployment of vendor patches, workarounds, service blocking or other remedies. If we detect a security event or incident, or if one is brought to our attention, our first step is to analyze both the cause and impacts of said incident. If the incident is ongoing, we immediately take steps to stop the incident to minimize further damage. We remedy the cause of the incident by analyzing the vulnerability that caused it and installing specific remedies to this vulnerability. In our impact assessment we then attempt to quantify any data loss, data theft, vandalism, denied service, etc. At this point any affected clients are made aware of the impacts of the incident to their business, as well as any steps Leepfrog has made to prevent this and other incidents in the future.

Provide data security provisions

CourseLeaf CAT never uses or stores personal or FERPA protected data, PII, HIPPA, Social Security, or financial data, and, therefore, poses no regulatory or compliance impact to Broward College. Nonetheless, Leepfrog takes your data security seriously and maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Provide an upgrade schedule and a published upgrade plan

Leepfrog provides upgrades, updates, and modifications to the software as they are released, including new features and general maintenance. Leepfrog makes new versions of the software periodically available as the core software is upgraded. These new versions and enhancements are included at no additional charge. School-specific customizations are managed by Leepfrog. This means that the institution would never incur additional fees to upgrade their customizations to new versions of CourseLeaf. This is unusual in the software industry and provides a tremendous value when managing budgets. The institution may select upgrades on its own timetable, at which point Leepfrog support will implement them. There are no upgrades or updates that require the production versions of CourseLeaf to be taken offline for longer than normal operating

system upgrades. Leepfrog typically upgrades clients during a maintenance window between editing cycles; this is done at a time chosen by the client. These maintenance windows are typically very brief; most are scheduled and completed within a four-hour outage window. The maintenance will be performed during a window agreed to by the College, with no less than 48 hours' notice.

Provide a documented Service Level Agreement

Please review Leepfrog's Service and Software Agreement (SSA) at the end of this proposal.

Provide storage limitations on data, bandwidth, usage, etc.

Hosting with CourseLeaf includes unlimited data usage and disk space. Sufficient capacity is afforded to each of our clients and Leepfrog increases storage capacity as necessary. Leepfrog emphasizes excess capacity and availability as common practice within our data center to ensure responsiveness.

Provide documented system monitoring procedures for system failure, environment alerts, etc.

CourseLeaf production systems are monitored by an internal monitoring system, and two third party monitoring systems to detect illegitimate traffic. We also use several software solutions to detect illegitimate connection attempts and refuse connections on an IP-basis. We perform quarterly security scans of all CourseLeaf servers, including web application vulnerability detection. Scans are performed on local machines daily. We utilize additional third-party anti-malware, anti-virus, and anti-exploit software and email scanning for malware and botnets to further safeguard the solution.

Our production and development environments reside on a shared set of public VLAN's, as custom software development is done in conjunction with our customers. Our internal corporate network, including workstations, exists on a NATed and firewalled private IP address blocks as separate VLANs. All core routers include stateful firewalls custom configured by Leepfrog staff. All web servers also include host-based firewalls, also custom configured by Leepfrog staff.

CourseLeaf's primary log file includes date/time, entry type, user name, data target, data action, remote IP address, and ID of the full request. The full request includes data elements, name of the server within the cluster processing the request, full parameters sent to the data action, and many other useful elements.

Provide procedures for alerting customer if/when unanticipated issues arise

Our protocol includes notifying our client via phone and email within a 24-hour window, but this would likely be much sooner. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

PROFESSIONAL SERVICES OFFERINGS

Project Management support for planning, implementation and go-live phases.

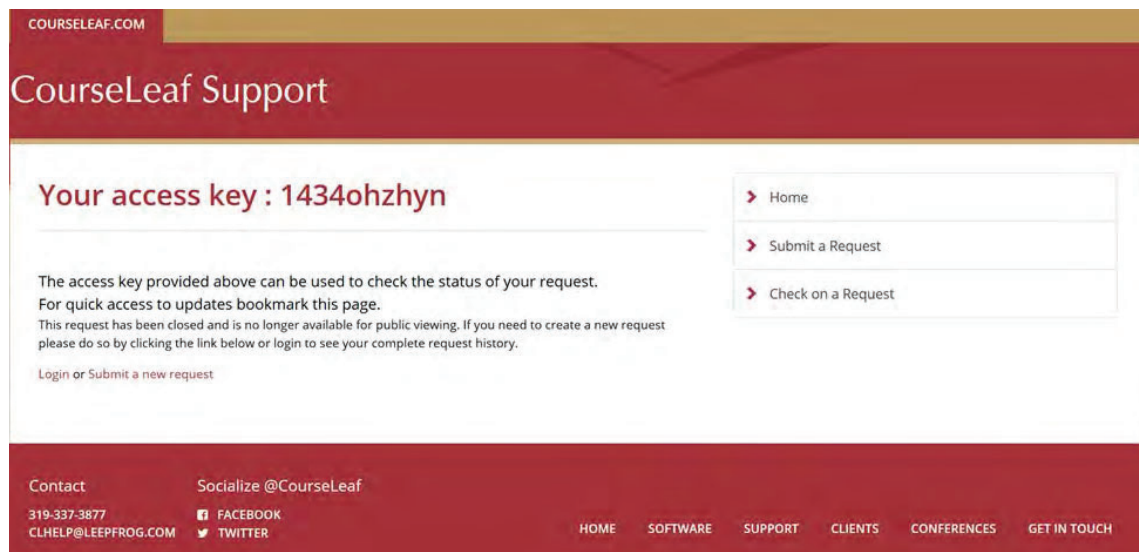
Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the planning, implementation (executing), and go-live phases (closing), ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project

manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Initial training program and training materials.

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. Training materials will be provided, and clients will have access to CourseLeaf's Help site.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.



Please review the CourseLeaf Ongoing Support Services (CLHelp) section for more details.

Post Go-Live Technical Support.

Each of our partner institutions is assigned a highly skilled CLHelp technical support team representative who provides full technical support on a daily basis, as well as the deployment of any updates, upgrades, or patches as they are released. They are available for phone, email, and web ticket responses 24 hours a day, seven days a week. Your support rep should be your first point for service requests and is familiar with all technical aspects of your unique software customizations. With just over 100 full-time employees, Leepfrog is



able to maintain a tightly integrated, “in-the-know” team that works collaboratively to ensure your solutions meet your expectations through the life of your products. Our development, implementation, and support processes are a streamlined effort of many different disciplines across the organization who communicate as a team to provide the highest level of support in the industry. Requests for support are divided into six different support categories:

- “Public” defect: the software behavior is incorrect, has no workaround, and is impacting the public use of the site. Defects in this category are prioritized above all others, including deploying staff after hours.
- “Next” defect: the software behavior is incorrect, has no workaround and is impacting the institution’s use of the catalog (faculty and staff).
- Client requirement: the software is functioning as specified, but a client-specific change is necessary in order for the software to be usable at the institution.
- Repair: the software behavior is incorrect, but a workaround exists that can be used indefinitely.
- Roadmap enhancement: the requested change is broadly useful to clients and is on the CourseLeaf roadmap.
- Client-specific enhancement: the requested change is not critical and is specific to the requesting client.

The ranking of the “client requirement” tasks is one of the things that makes Leepfrog so unique – we have a “whatever it takes” partnership with our clients that allows us to respond to specific situations at a client in order to create a much more functional product. Detailed support information can be found in the Ongoing Support Services (CLHelp) section in the Technical Proposal.

Consulting services for implementation of future enhancements

We frequently receive requests from clients for enhanced and expanded functionality and add these to our roadmap for prioritizing and planning new releases. A majority of our project enhancements are introduced during implementation projects. CourseLeaf allocates time in each project to address success criteria that may not be met by the baseline product. The allocated time is used to include the enhancements in the implementation. When these enhancements are determined to be applicable to the broader client base they are rolled into the baseline product.

The Leepfrog User Conference is another source of product enhancement. Several sessions are dedicated to ideas for new features and products and are provided as a forum for client feedback. Representatives from diverse institutions meet and discuss product design and what will meet their specific needs. These sessions are often the incubator for new offerings from CourseLeaf.

Leepfrog provides customer outreach and advocacy to assist the College in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon request.

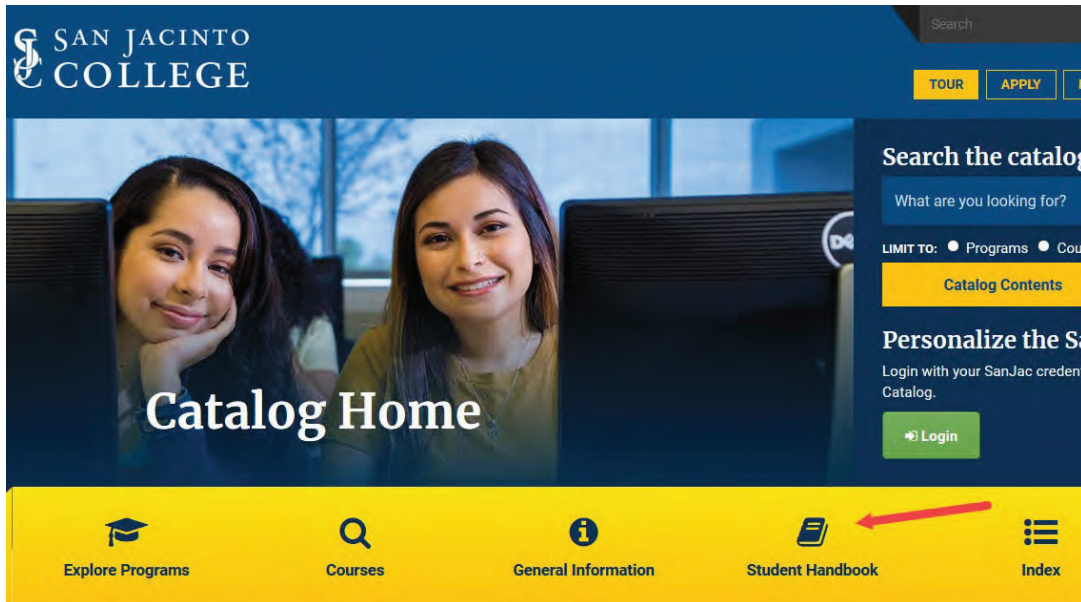
ENHANCED CAPABILITIES DESIRED BUT NOT REQUIRED

If applicable, please detail these below capabilities on the “Value-Added Services” section on the Cost Proposal Form – Attachment H.

Student handbook

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf CAT supports multiple content with ease and regularly publishes undergraduate, graduate, continuing education, student handbooks, policy and procedure manuals, among others. Your Academic and Student Policy and Procedure Manual will have its own separate approval workflow.



Syllabi management tool (historical repository, syllabi templates)

Leapfrog's newest module called CourseLeaf SYL a next-generation syllabi management tool focused exclusively on building accurate, compliant syllabi. SYL leverages multiple data sources to pull in learning outcomes and caters to each step in the syllabi development process by providing powerful templating tools to campus administrators, simple editing tools to faculty, and mobile-friendly and accessible output for students. Leveraging CourseLeaf's well-established interaction with the SIS as the primary system of record, SYL ensures that the accuracy of course information presented in the syllabi is maintained in the midst of constantly changing curriculum and compliance demands.

This feature has been detailed on the "Value-Added Services" section on the Cost Proposal Form.

Catalog & program map information can link to department website and post simultaneous/dynamic updates

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf's sophisticated architecture includes links for better search engine optimization and clearly defined dynamic URLs. We have found that schools using other solutions have to update any links that point to catalog pages (whether internally/in the catalog or externally/department website) because of the URL structure. For example, an institution might have 1,000 pages that must be updated when a new catalog is published, requiring many hours to manually make the updates to prepare for the next publication. In CourseLeaf, each link is configured in a given catalog publication and pointed to the current edition. For

example, the following page is published in the 2020-2021 catalog:

<http://bulletin.temple.edu/undergraduate/academic-programs/>.

When the 2021-2022 catalog is launched, Leepfrog will transition the content at that link over to the archive, and then transition the content from the production site to the same URL link. CourseLeaf eliminates this manual, tedious, and cumbersome process which consumes valuable time and effort from your staff.

Tab (13) 4.4.2 Proposed Methodology

Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.

Each institution's environment and strategic priorities are unique; CourseLeaf client requirements defined during implementation impact scope and agreed upon delivery goals. CourseLeaf implementations follow a Client Responsive project schedule. This means that Leepfrog performs the next piece of development and implementation work once we receive the baton from the client, such as following delivery of your unique Business Requirements or input and testing feedback. For example, some institutions cannot meet a designated three-week turn around schedule and may elect a six-week schedule prior to submitting their specifications. In response, Leepfrog will hold the next step in the project timeline until the institution is able to gather and provide the required specifications.

All software technology implementations are a give and take process; gathering specifications, developing the solution and gathering testing and acceptance feedback. The CourseLeaf Client Responsive schedule awards each institution the opportunity to control this give-and-take schedule based on their needs. Deferred and late delivery of client required inputs will automatically create a Client-Responsive flex in schedule. It is critical that each client attend with active and consistent participation throughout the Implementation.

Project Responsibilities

At the start of the project, Leepfrog will request client documentation such as a SIS data extract, copy of your workflow, and then outlines your business requirements. Our consultants will provide a consultation session to work with your functional leads to analyze the current configurations, setup, and data design in the SIS, which will confirm the full scope of data required to send in the extract files. Leepfrog will inspect the data, confirm it matches the requirements, and load it into the CourseLeaf data structures. Our responsibilities during the project include:

- Manage the project timeline from an external perspective.
- Jointly discuss the technical intake using the CourseLeaf Intake document.
- Integrate CourseLeaf with institution systems from a technical perspective.
- Create an initial set of forms and processes for your review, and jointly evaluate and discuss those in a consulting session.
- Customize the software to meet your needs, based on our joint evaluation. This can range from almost no customization to a significant amount based on scope, timing, and interest.

- Provide training to administrators and end-users on how to use the software.
- Customize CourseLeaf to the publication format provided for web and PDF output.
- Release the final implementation of CourseLeaf for your internal users.

The implementation plan will require resources from College IT support team and other subject matter experts. These resources generally include a small functional team of 2-5 members with working knowledge of the institution's curriculum processes, procedures, and workflows. Members of the functional team generally contribute 4 hours per week and are available for a one-hour weekly call during the entire implementation. The technical team usually includes 1-2 IT members with experience in running data extracts and providing support for installation and testing of the data feeds. This requires approximately 4 hours of installation time for each testing and production environment of the SIS. Members of the technical team should be available for 2-3, one-hour calls to discuss progress and testing plans. College responsibilities will include:

- Designate and task an internal project manager or team leader to interface with Leepfrog personnel and coordinate the College's execution of its responsibilities in launching the solution, and provide adequate internal resources to assure timely deployment. This includes knowledge experts in the curriculum processes and SIS data modelling.
- Provide an extract of its courses along with information to link the departments to the courses.
- Manage the project timeline from an internal perspective.
- Jointly discuss the technical intake with Leepfrog using the CourseLeaf Intake document (Registrar and IT personnel).
- Provide guidance on authentication and protocols, providing an export of course data from the SIS in a tab delimited or similar format, and discussing URLs to use for publication (IT personnel).
- Jointly evaluate the test and production environments with Leepfrog.
- Ensure key administrators and end-users attend training.

Quality Assurance

Leepfrog employs an internal QA testing department dedicated to testing your software solutions as they progress through the development phases and during the final QA testing period before go-live. We follow strict quality control measures that include test documentation and a version release protocol. Leepfrog performs quality assurance testing throughout the implementation process and uses its own regression testing environment, which also provides throughput benchmarks.

CourseLeaf's software development methodology follows a 4-stage process consisting of Development (Dev), Quality Assurance (QA), Testing, and Production. This process accomplishes three goals: setting concurrency controls, tracking changes, and ensuring stability with the client's custom applications.

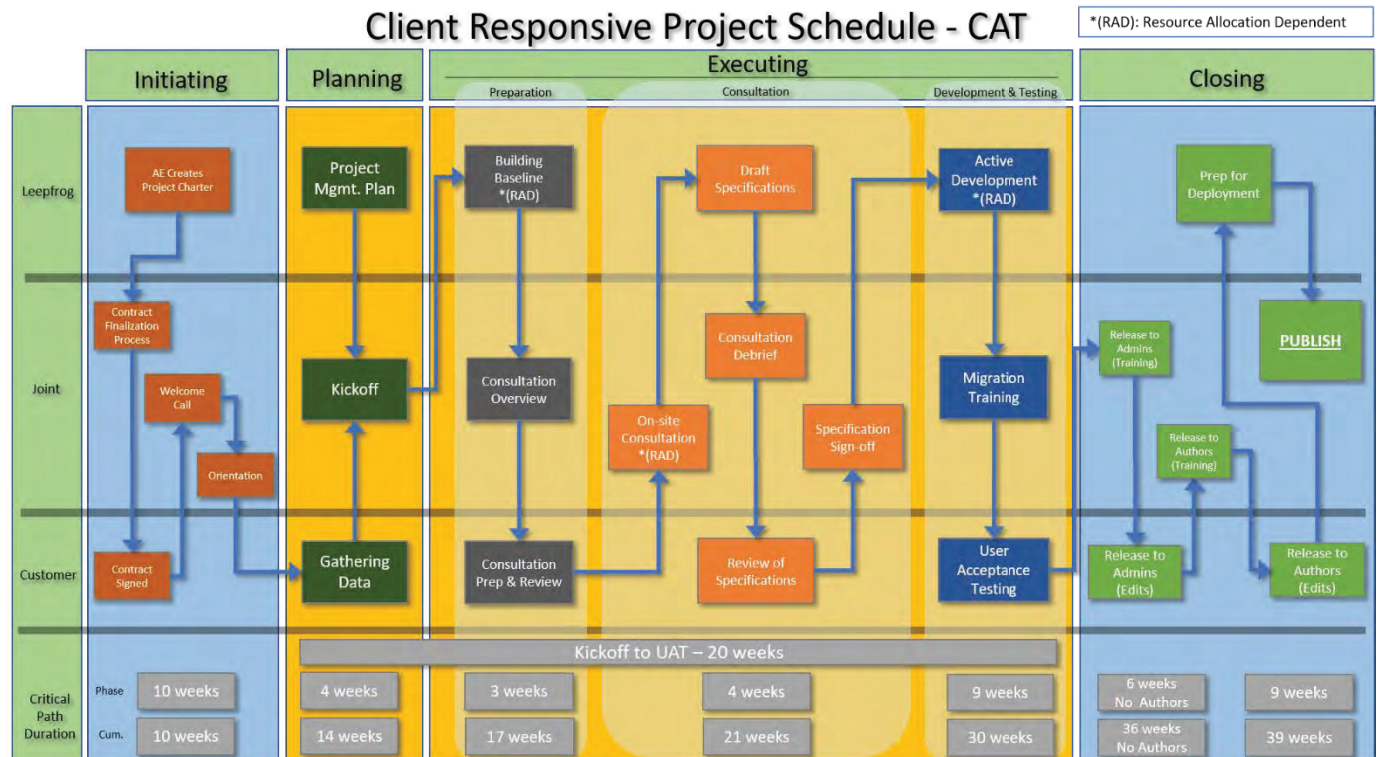
As the CAT and CIM solutions are custom tailored to the unique business requirements of each institution, we provide our clients with customized test plans that include detailed steps for testing functionality of the software as it is designed to work per your specifications. Institutions have access to a CourseLeaf test site and most of the client functionality testing is done once development is complete and the system is moved to

the “Next” environment. The bulk of the testing involves your custom curriculum forms but the following areas are also rigorously reviewed and tested internally by Leepfrog personnel and then by the client.

- **Search Engine Testing** – Testing candidate queries against datasets of indexed pages to verify expected results for each query.
- **Form Sync Testing** – A collaborative working session between the client’s Steering Committee and IT resources, and Leepfrog’s Implementation and SIS Integration teamsto ensure that data from CIM matches the course data in the SIS.
- **Cross Browser Testing** – Testing your website or application in multiple browsers to ensure it works consistently and as in intended without any dependencies, or compromise in quality. This is applicable to both web and mobile applications.
- **Workflow Testing** – Testing the various course and program proposal scenarios to ensure workflow routing is accurate.
- **Allcodes, Cross-Listing & Ecosystem Testing** – Testing to ensure the mapping relationships between courses, programs, prerequisites, corequisites, and cross-listed courses are correct and functional

Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar

Please review the CourseLeaf Implementation section for implementation details.



CourseLeaf Catalog (CAT)

PHASE	ELAPSED WEEKS	WORK HOURS FOR COLLEGE RESOURCES				
		Project Manager	System Admin	Subject Matter Experts	Technical/System Analyst	End User
Planning/Analysis	1 week	8	4	4	0	0
Requirements Gathering	2-4 weeks	4	4	2	4	0
Design/Build	1-5 weeks	25	40	15	6	0
Testing	6-8 weeks	2	8	8	2	0
Training	2 days	16	16	2	2	2

Other / Value Added / Enhancement Services. Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed methodology. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

CourseLeaf Suite

The CourseLeaf Suite today consists of five modules: CourseLeaf Catalog (CAT), Curriculum (CIM), Section Scheduler (CLSS), Planning, Advising, and Registration (PATH), and Syllabi. All modules integrate with one another, third party software, and other data sources for increased efficiency. The CourseLeaf Suite continues to evolve each year to meet the ever-changing needs of our clients and industry.

CourseLeaf Catalog (CAT): Reinvents how institutions build, publish, and manage their academic catalogs with an intuitive toolset that transforms flat, basic text fields into a dynamic, responsive, and student-engaging environment for today's tech-savvy students. CAT includes dynamic workflow, the ability to track and archive edits, and create a central, efficient editing process. Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 and Section 508 accessible, accurate, and user-friendly catalog. Edit, manage workflows and publish to the web, mobile, and print-ready formats in less time and significantly less effort.

CourseLeaf Curriculum (CIM): Adapts to your institution's unique requirements, maximizes efficiencies and does the heavy lifting for you to promote collaborative planning and approval during the curriculum development cycle. Dynamic next-generation smart forms include institution-specific business logic, data mapping, and automatically drive workflow. Proposal forms use business logic to pre-populate with course and program data from the SIS. CIM displays a CourseLeaf Ecosystem to identify the impact of changes before submitting for approval.

CourseLeaf Section Scheduler (CLSS): Optimizes course section scheduling by centralizing the coordination of course meeting times and setting scheduling rules in accordance with your policies and guidelines. A robust toolset empowers you to visualize schedule distribution across the entire campus, and streamlines how you edit, control, approve, and update the classes offered in a given term, including when they are offered and who is teaching them. Built-in reporting and validation features ensure an error-free schedule every time.

CourseLeaf Planning, Advising, and Registration (PATH): A highly-configurable student advising, planning, and registration module that is both mobile-friendly and universally accessible. Quickly find the right courses, add sections to your CART, and visualize your weekly schedule while PATH automatically conducts pre-flight with fresh data from the SIS. PATH delivers users a personalized experience based on their academic history,

empowering them to confidently register within PATH without needing to navigate complicated registration windows.

CourseLeaf Syllabi (SYL): Our latest module provides a user-friendly interface that allows faculty to quickly and easily build campus-compliant syllabi, maintain a central repository, and publish the information to students and the LMS. CourseLeaf Syllabi leverages multiple data sources that allow administrators and department heads/staff to determine syllabi templates based on class level attributes. Faculty can modify and update their syllabi and publish them to a student-facing website or to a PDF document.

Tab (14) 4.5.1 Cost Proposal Form (Attachment H)

Attachment H – Cost Proposal Form – has been included as a separate excel document.

Tab (15) 4.6.1 Financial Capacity

Leepfrog Technologies' DUNS: 839172814

Tab (16) 4.7.1 Supplier Diversity Small Business (SDSB) Program

Leepfrog Technologies is not certified under the SDSB Program.

Attachment B2 has been included under Tab (3) 4.1.7.

CourseLeaf Implementation & Project Management

COURSELEAF CATALOG (CAT) IMPLEMENTATION PROCESS

ORIENTATION

In the Welcome and CAT Orientation meetings you will meet your Leepfrog implementation team who will guide you through the milestones of your implementation. The Welcome meeting is a high-level discussion designed to introduce teams, confirm the project scope, and identify next steps. The CAT Orientation meeting details the implementation process and outlines the Business Requirements needed to begin the project.

Meeting participants

- Project stakeholders (optional for CAT Orientation)
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Faculty management contact (optional)

Typical agenda items

- Introduction of teams
- Confirmation of scope of project
- Overview of process and milestones
- Review of required documentation known as “Business Requirements”
 - Required to kickoff the project (Business Requirements 1)
 - Required for Migration Training (Business Requirements 2)

GATHERING DATA

Following the CAT Orientation, the baton passes to Client to gather the required documentation to complete Business Requirements 1. Because the CAT module is dependent on the Client’s SIS data, the submitted Business Requirements will determine how the CAT solution will look, feel, and function.

Potential effects on implementation timeline

- Delays in completion of required materials will impact the timeline.
- IT resource availability may impact the timeline.

Client responsibilities

- Your Core Team will gather, complete, and send required documentation.

KICKOFF

When Leepfrog has received and verified all required documentation, we will send a Kickoff email noting that Business Requirements are completed and the project will officially begin. At this time, the Client Services Manager will work with you to start scheduling the On-site Consultation.

BUILDING BASELINE

Following the Kickoff email, the baton passes to Leepfrog to build the baseline catalog pages that will be reviewed at the On-site Consultation. Leepfrog audits the collected information and data to verify that everything will integrate correctly into CourseLeaf.

Potential effects on implementation timeline

- Scheduling conflicts may impact the timeline.

Leepfrog responsibilities

- Leepfrog will audit your SIS data extracts and catalog content, begin working with you on the web template design, and build your catalog in CourseLeaf with several fully formatted pages, using standard functionality.

CONSULTATION OVERVIEW

Approximately a week before the On-site Consultation, your Leepfrog implementation team will meet with your Core Team for a webinar to discuss the Consultation agenda, confirm logistics, preview a catalog page, and answer questions.

Meeting participants

- Core Team responsible for catalog implementation
- SIS technical contact
- Faculty management contact (optional)

Typical agenda items

- Introduction to the Consultation
- Review status of Business Requirements 2
- Course display overview
- Faculty management and display overview

CONSULTATION PREP & REVIEW

Following the Consultation Overview, the baton shifts to the Client to prepare for the On-site Consultation. We suggest reviewing the Course and Faculty Guides, PDF documents, and acquiring a sample of faculty data.

Potential effects on implementation timeline

- The timeline may be impacted if the Client does not prepare to make decisions at the Consultation.
- The timeline may be impacted if no faculty data can be acquired for the Consultation.

Leepfrog responsibilities

- Client will prepare decision makers in order to determine specifications during the Consultation.

ON-SITE CONSULTATION

The On-site Consultation is an all-day meeting in which a Leepfrog Implementation Consultant will meet with your Core Team and other campus representatives to discuss specific catalog pages in the CourseLeaf solution. The Implementation Consultant will work with you to decide the catalog specifications that will be used to implement your CourseLeaf catalog.

Meeting participants

- Project stakeholders
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Marketing / Web Design contact
- Faculty management contact (optional)
- Faculty members (optional)

Typical agenda items

- Catalog organization and content layout
- Course data and display
- Faculty data and display
- Template considerations

DRAFT SPECIFICATIONS

Following the On-site Consultation, the baton passes to Leepfrog to document the specifications for your catalog determined in the Consultation. The Functional Specifications Document detailing the decisions will be sent to the Client to compare with their notes to ensure that there are no inconsistencies.

Potential effects on implementation timeline

- Delayed delivery of any supplemental information may impact the timeline.

Leepfrog responsibilities

- Leepfrog will review internally to discuss the decisions made in the Consultation and prepare follow-up questions.

CONSULTATION DEBRIEF

Your Leepfrog implementation team will meet with your Core Team to review the decisions made at the On-site Consultation and discuss the specifications outlined in the Functional Specifications Document.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- Review specifications

REVIEW OF SPECIFICATIONS

Following the Consultation Debrief, the baton passes to the Client to review and approve the Functional Specifications Document. These specifications will be used as we move forward in implementation.

Potential effects on implementation timeline

- Delayed review and approval of the specifications will impact the timeline.
- Delayed delivery of any supplemental information or data identified as required by the Implementation Consultant will impact the timeline.

Client responsibilities

- Your Core Team will review and approve the Functional Specifications Document.

SPECIFICATION SIGN-OFF

After reviewing the specifications document, send an email to Leepfrog to indicate your official approval and migration of your catalog will begin. From this point forward, any changes will be evaluated as a change request and may incur an additional charge and impact the timeline.

ACTIVE DEVELOPMENT

When Leepfrog has received sign-off of the specifications, the baton passes to Leepfrog to begin active development and migration of the catalog. During this phase, Leepfrog formats and reviews all catalog pages according to your specifications and standards. Leepfrog also implements the configurations and customizations determined at the On-site Consultation. For this reason, migration represents the largest amount of time in the implementation process.

Potential effects on implementation timeline

- Consultation specifications, catalog size, content interpretation, and custom development may all impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will begin migration, during which every catalog page is formatted and reviewed to verify that your specifications have been implemented correctly.

MIGRATION TRAINING

Once migration has begun and after the completion of Business Requirements 2, your Core Team will attend a webinar to learn how to access, review, and approve catalog pages in the CourseLeaf CAT software. The CSM will schedule weekly status meetings to check in and answer questions from both teams.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- How to access, review, and approve catalog pages

USER ACCEPTANCE TESTING

After Migration Training, the baton passes to the Client to review and approve each catalog page as it is completed by Leepfrog. Your team will also review and update a Navigation Spreadsheet to indicate any page re-organization or URL renaming needed.

Potential effects on implementation timeline

- Available resources for reviewing and approving the pages as well as any changes requested after sign-off may have an impact on the length of this phase.

Client responsibilities

- Your Core Team will review and approve each catalog page to verify your specifications have been implemented correctly.

RELEASE TO ADMINS

Once migration is complete and your Core Team has approved all catalog pages, the catalog is prepared for the Release to Admins phase. Leepfrog will also generate your full PDF of your catalog. At this point the catalog is turned over to your Core Team, and your Leepfrog implementation team assists you in a support role. Your Core Team completes a detailed review of each catalog page and edits content as needed. A webinar will teach your Core Team the detailed functions and tools in the CourseLeaf solution to aid them during this phase.

Toward the end of this phase, if your implementation plan includes releasing the catalog to end users for editing, your Core Team will document the ownership and approval workflow for each catalog page. Leepfrog will then load the page owners and workflow into CourseLeaf before the pages are released to authors. Releasing to authors includes a two-day on-site training where your end users will learn how to review and edit pages for the next catalog edition.

Potential effects on implementation timeline

- Catalog size, the number of updates to be made, and available resources may impact the length of this phase.

Client responsibilities

- Your team will complete any updates, approve every page, and review organization.

PREP FOR DEPLOYMENT

After edits are completed, the baton passes to Leepfrog to prepare your catalog for publication. Your Leepfrog implementation team will create a preview site of your catalog for your final review; then Leepfrog and your administrators will work together to finalize the site for publication.

Potential effects on implementation timeline

- The number of revisions needed to be made to content or course data may impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will work with you to create a preview site for final review and publish when you determine it is ready.

PUBLISH

When you approve the preview site, Leepfrog will publish your catalog to your public site.

CourseLeaf Training

Leepfrog provides extensive training and online resources for all College staff (including administrators, IT personnel, and end-users), which is included in implementation. Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Following implementation, training is typically conducted over a two-day workshop for administrators, technical staff, and end-users of the system. CourseLeaf clients have found the training with end-users to be extremely valuable – not so much for learning the software, which is intuitive and user-friendly, but more to smooth the transition to a new process, facilitate end-user buy-in, and identify areas where CourseLeaf can be adjusted to better suit your environment.

The training will be scheduled around the College's timelines and is broken down into several groups for a more concentrated training session. Training is tailored to your needs and uses College-specific content. Training for administrators takes approximately four hours over the two days, and training for end users consists of two-hour workshops where authors bring actual work they need to accomplish and are able to complete the work in real time. The two-day training led by a Leepfrog trainer concludes the bulk of the implementation. Leepfrog's training methodology has proven most effective across a broad range of schools, personality types, and cultures.

Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. All clients are also provided access to LilyPad University, which serves as a repository of online learning resources including access to live product-specific or topic-specific webinars at no additional charge. Additional training is always available to be contracted if requested.

Clients also have access to an online CourseLeaf user community where Leepfrog staff and clients discuss topics, share advice, and ask questions. In the summer months, CourseLeaf offers numerous live Encore Presentations in webinar format to address a variety of topics related to CourseLeaf functionality. These webinars are generally an hour in length and presented by Leepfrog staff with time for questions and answers. Additional refresher training via webinar format can also be provided as contracted. Webinars usually range in time from one to two hours depending on what the client would like us to cover.

We also host an annual Leepfrog User Conference (LUC) to offer advanced training sessions and solicit feedback from our most important sources – our clients. Our latest conference was held virtually in February, 2021. LUC covers best practices, highlights new features and products, offers SIS intensive workshops, advanced training workshops, refresher trainings, and one-on-one time with Leepfrog and other peer client institutions through LilyPad Labs.



CourseLeaf Ongoing Support Services (CLHelp)

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and Development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee agrees to the following responsibilities:

- Designate point of contact for Licensee's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.

1. Hours of CLHelp Support Services

Support Hours

Standard	24x7
Holidays	Except all United States Holidays

2. How to report Issue and Establish CLHelp Ticket

Licensee may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	clhelp@courseleaf.com
Support Portal	https://helpspot.courseleaf.com , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4. Product	Identify CourseLeaf product affected / impacted.
5. Page(s), Course (s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.

4. How to check the status of an Issue

Step 1	Visit https://helpspot.courseleaf.com
Step 2	click "Check on a Request"
Step 3	enter Access Key

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee and are cross-trained to ensure all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensees are encouraged to reference this HelpSpot ticket number throughout the life of the Issue. By visiting <https://helpspot.courseleaf.com> and clicking "Check on a Request", Licensee can enter their access key and view the history of any Issue reported.



5. Classification of CLHelp Ticket

Upon report of Issue, Leepfrog will review the information reported and will classify based on the information below.

Clarification of Issue Reported			
	Classification Description	Included in Support	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	Yes. CLHelp will coordinate with Licensee's assigned Leepfrog CSM and other resources as may be required in solving the Issue.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Access to LilyPad University	Pre-taped and online webinar training supporting the use of CourseLeaf Product. CLHelp empowers Licensee and their End Users to utilize self-help tools to gain the most effective use and benefits of the CourseLeaf software.	Online webinar training is available at Leepfrog's LilyPad University for all administrators and End Users. A list of available training can be found on the Licensee Help Site.	None.
Refresher Training	Online webinars for clients who may need additional support following a software patch or Upgrade. These webinars clarify the change and provide answers to frequently asked questions.	Up to one (1) hour of customized online webinar training.	None.
Training	Licensee's request for Leepfrog to come onsite and/or to prepare specialized training. This is often used by clients who have new personnel in a critical CourseLeaf product role or have experienced high turnover in their administrative support roles.	On site or webinar training is available for all users.	This work will require a SOW and may include additional scope, schedule and cost.
Template Refresh	Available free of charge once each year on a limited basis and upon written request of Licensee, Leepfrog will refresh one (1) CAT template in look and feel to maintain consistency with Licensee branding guidelines. See Template Refresh section below for more information.	HTML, CSS and JavaScript must meet existing functionality. See Template Refresh section below for more information.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
CourseLeaf Professional Services	Leepfrog's Professional Consulting Services available to give student-user-impact to your CourseLeaf products.	CourseLeaf Professional Services (CPS) are available for all users.	This work will require a SOW and may include additional scope, schedule and cost.

6. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee, discuss and jointly develop a plan with Licensee prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

Leepfrog is not responsible for correcting any errors not attributable to Leepfrog and those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Leepfrog.
- Any alterations or additions to the software by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.
- Use of the software or service in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of the Software.
- Interconnection of the software with other software products not supplied or approved in writing by Leepfrog.

CLHelp Ticket Prioritization						
	1	2	3	4	5	6
	Public Defect Severity	Next Defect Severity	Licensee Requirement Severity	Repair Severity	Roadmap Enhancement Severity	Client-Specific Enhancement Severity
Software Behavior	Incorrect	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is required to for software to be usable at License location. Support assessment and scheduling availability is required.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee	Will be determined in joint discussion with Licensee	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee

7. Template Refresh

Template Refresh means Leepfrog’s service to update your CAT Template look and feel to remain consistent with any Licensee branding changes. This service is available free of charge once each year on a limited basis. Comprehensive changes and updates are available as part of Leepfrog’s Impact Services. CLHelp will work with you to determine which refresh options best fit Licensee needs.

8. Leepfrog User Community (community.courseleaf.com)

In support of Leepfrog’s training and LilyPad University classes, Leepfrog also offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lftraining@leepfrog.com for any training, LilyPad and User Community questions.

9. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee request.

10. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a week-long users conference. LUC is an exciting and engaging experience where our clients can:

- Meet their Leepfrog team.
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional).
- Participate in additional and unique training opportunities.
- Engage with peers who are using the various CourseLeaf solutions.
- Hear about ways to enhance your use of the CourseLeaf solutions.
- Learn about new and upcoming features and products.

11. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing Support Services, is available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee's Issue and request and will forward this information to the Leepfrog Sales Executive who will develop a SOW for Licensee review and signature.

12. Backups

Data backups of the Iowa City, IA, Leepfrog Data Centre are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

13. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring of the solution. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

14. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the problem and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance

procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

15. CourseLeaf Hosting

CourseLeaf's optimal hosting environment is at the Iowa City, IA, Leepfrog Data Centre where we host over 98% of our clients. If Licensee plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

16. Licensee On-Premise (Self Hosting)

Upon Licensee request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

17. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

18. Suspension of Services

Leepfrog may suspend use by Licensee to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog believes that Licensee's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If reasonably necessary to prevent unauthorized access to Licensee Data;
- c. If Licensee's undisputed accounts are more than 90 days past due; or
- d. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee to any Services, Leepfrog will:

- a. Promptly provide Licensee with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

19. Data Security and Integrity

Leepfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leepfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leepfrog's own confidential data. Leepfrog will provide access to Client Content only to Leepfrog employees, agents and contractors with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence. As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach of its security or data, or a breach, compromise of, intrusion or vulnerability in the Leepfrog Technology, Leepfrog will:

1. notify Licensee of such breach or potential breach as soon as reasonably possible;
2. investigate and remediate such breach or potential breach at least to the extent required by law, and
3. if the breach or potential breach resulted from a failure or weakness in Leepfrog systems or Leepfrog's procedures, provide Licensee with satisfactory assurances that the breach or potential breach will not recur;

Leepfrog will reasonably cooperate to assist Licensee in: (a) identifying individuals potentially affected by the breach and (b) providing any notifications required by applicable law.

20. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

CourseLeaf Exceptions to the Terms & Conditions

Legal Exceptions – Broward College RFP-2021-057-JH

Deviations to the document “Sample Standard Contract”

Page	Section	Comment
1	1. Invoices and Payments	See Section 8 Fees and Exhibit A Payment Terms of Leepfrog’s Software and Service Agreement (SSA)
1	acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein	Leepfrog will deliver based on the respective Module Exhibits of the SSA, including the specifications and requirements as supplied to Leepfrog and as mutually agreed during Implementation. See the respective Exhibits in the SSA.
1	2. Indemnification	See Section 13 Indemnification of the SSA for Leepfrog’s Indemnification obligations.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog’s indemnification obligations terminate with the termination of the SSA. See Section 13

		Indemnification of the SSA.
1	3. Indemnification for infringement of any intellectual property claims	See Section 13 Indemnification of the SSA for Leepfrog's Indemnification obligations.
1	("Materials")	Leepfrog will provide Indemnification for its software and services
1	Vendor warrants that the materials are owned by or licensed to the Vendor	Leepfrog does not warrant non-infringement. Leepfrog does represent that we either own or have the corresponding license right to use all materials. See Section 2 License, Section 3 Ownership and Section 13 Indemnification of the SSA.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog's indemnification obligations terminate with the termination of the SSA. See Section 13 Indemnification of the SSA.
2	4. Termination for Default	See Section 12.3 Termination for Cause of the SSA. Leepfrog will look

		for Section 12.5 Obligations /Effect of Termination in all cases.
2	The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's material breach of contract.	Added language See Section 15 Limitation of Liability of the SSA
2	5. Termination for Convenience	See Section 12.2 Termination for Convenience and Section 12.5 Obligations /Effect of Termination in all cases.
2	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.	Leepfrog will look for payment based on Section 8 and Exhibit A and Section 12.5 Obligations /Effect of Termination in all cases of the SSA.
2	6. Audit The Vendor shall agrees to maintain all records, books and documents directly pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. With advance written notice, Leepfrog will cooperation with The College shall have inspection and for an audit rights to such records for a period of 3 years from final payment under this Contract, at College expense . 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 .	Added and removed language
2	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,	Removed language

	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.	
2	<p>8. Public Entity Crimes/SDN List</p> <p>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 directly applicable laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes, subject always to Section 12.5 of the SSA. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.</p>	Added and removed language
3	<p>9. Public Records/Request for Contractors</p> <p>To the extent required by applicable law, Leepfrog agrees to provide The Vendor shall allow public access to applicable 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.</p> <p>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 will must comply with applicable public records laws, and will shall:</p> <p>(a) Keep and maintain public records required by the College to in performance of the service.</p> <p>(b) Upon written 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.</p> <p>(c) Treat any Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements as Confidential and are not disclosed except as authorized by law or by this Contract for the duration of the contract term. and following completion of the contract if the Vendor does not transfer the records to the College.</p>	Added and removed language



	<p>(d) Upon completion of the Contract, Leepfrog will keep records as required in Section 6 Audit. 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</p> <p>[...] AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL MAY CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION FOR CAUSE PURSUANT TO PARAGRAPH 4 SECTION 12.3 OF THE COURSELEAF SSA.</p>	
4	<p>10. No Waiver of Sovereign Immunity</p> <p>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.</p>	Removed language
4	<p>11. College's Tax Exemption</p> <p>The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes of its employees resulting from this Contract.</p>	Added language
4	<p>12. Assignment/Guarantor</p> <p>Neither party 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 other. 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</p>	See Section 16.3 Assignment of the SSA

	<p>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.</p>	
4	13. Force Majeure	See Section 16.6 of the SSA
4	14. Amendments	We agree. However, we do have a SOW of process and I just want to clarify the distinction between a SOW for projects and amending the Terms of the SSA.
5	<p>15. Entire Agreement</p> <p>This Contract including the CourseLeaf Services and Software Agreement and all its Exhibits and Attachments 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.</p>	<p>See Section 16.1 and 16.7 of the SSA</p> <p>Added language</p>
5	<p>18. Vendor Not to Limit Warranty</p> <p>Leepfrog will provide Warranties in accordance with Section 11 Warranties and Disclaimer of the CourseLeaf Services and Software Agreement. The vendor shall not limit or exclude any express or implied warranties and any attempt to do 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 in accordance with industry standards.</p>	Added and removed language
5	19. Terms/Provision	See Section 16.7 Waiver of the SSA
5	<p>20. Statement of Services</p> <p>Reserved. 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</p>	Leepfrog does not agree to time is of the essence provisions based on our collaborative Client Responsive

	<p>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.</p>	<p>Project Schedule. See Section 7.2 of the SSA.</p>
<p>6</p>	<p>21. Compensation/Consideration</p> <p>The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in Exhibit A of the SSA and as otherwise provided in the SSA. 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 may terminate this agreement subject to Section 12.8 Termination Due to Non-Allocation of Funds of the CourseLeaf Services and Software Agreement. 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.</p>	<p>Added and removed language</p>
<p>6</p>	<p>22. Insurance</p> <p>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</p> <p>\$___in general liability insurance, \$___in automobile liability insurance, \$___in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all</p>	<p>See Section 14 Insurance of the SSA</p>

	<p>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.</p>	
6	<p>23. Ownership</p> <p>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.</p>	<p>Leapfrog does not perform works for hire. See Section 2 License and Section 3 Ownership of the SSA.</p>
6	<p>24. Compliance/Licenses</p> <p>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</p>	<p>Removed language</p>
7	<p>25. Independent Contractor</p> <p>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</p>	<p>See Section 16.5 Independent Contractor of the SSA</p>

	proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.	
7	26. Disputes	See Section 16.13 Disputes of the SSA.
7	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.	Removed language
7	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 as quickly as possible 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.	Leepfrog has very few subcontractors/independent contractors but these agreements are already in place Added and removed language
7-8	29. Background Checks <u><i>This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.</i></u> Reserved as to Leepfrog. 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	Added and removed language

	<p>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.</p> <p><u>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."</u></p>	
8	<p>30. Marketing</p> <p>Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards. With written consent, However, Vendor is prohibited from may obtaining and use 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. <u>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.</u></p>	Added and removed language
8	<p>31. Employment Benefits</p>	See Section 16.5 Independent Contractors of the SSA
8	<p>32. Stop to Work Order</p> <p>With written notice, The College may require 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 to the public, or the possibility of damage to College equipment or College 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</p>	Added and removed language

	<p>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, with the understanding that Vendor will have the opportunity to modify project schedule, scope and cost based on the circumstances presented and the work stoppage dates. In response to College's work stoppage order, Leepfrog will The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and will work with College to remedy such circumstances. Until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the Leepfrog will provide College with a SOW modifying project scope, schedule and cost, as applicable and such mutually executed SOW will College may amend this Contract to reflect agreed any changes. to the Statement of Work and/or the project schedule.</p>	
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CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and _____ ("Licensee" or "Client"), located at _____.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee in accordance with the terms and conditions of this SSA.
- C. Licensee and Leepfrog wish to enter into a cooperative agreement to enable Licensee to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Application(s)"** means an academic catalog management system and modules to generate, manage and deliver information products to internal and external consumers and End Users.
- 1.2 **"Business Requirements"** The gathering and review of Licensee's data which includes and may not be limited to the following: Course and Program Specifications, Workflow Specifications and Student Information System (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data words, images, graphics, fonts, property and other content Licensee requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include but are not limited to the modules of CAT, CIM, CLSS, Syllabi and PATH, including its respective piece parts and related offerings.
- 1.5 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee which are required to satisfy the Technical Requirements as identified during Implementation or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee, and upon or within which the Implementation is dependent and the Software is intended for use.
- 1.6 **"Developer Partner Program"** means Leepfrog's program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.7 **"Documentation"** means this SSA and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.8 **"Effective Date"** means the date of the last signature to this SSA.
- 1.9 **"Emergency Support"** means Leepfrog technical support services available after Hours of Operation.

- 1.10 **“End Users”** means those persons who are faculty, agents and/or staff of the Licensee who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee’s information systems department or independent contractors engaged by the Licensee who are tasked with support and maintenance of the Licensee’s information technology systems.
- 1.11 **“Enhancement Request”** means a request by Licensee to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.12 **“Fix”** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.13 **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.14 **“Leepfrog Technology”** means the CourseLeaf Products, computer Software and supporting Documentation supplied by Leepfrog to Licensee under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment product, and the intellectual property rights contained therein. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.
- 1.15 **“Hours of Operation”** means Leepfrog’s standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog.
- 1.16 **“Fees”** are the monies due and owing to Leepfrog from Licensee for the CourseLeaf Products and Services. Licensee payment is due thirty (30) days from Invoice Date.
- 1.17 **“Ongoing/Subscription Support Services”** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee during the Term .
- 1.18 **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.19 **“Services”** means the installation, implementation, configuration, migration, training, support, ongoing support services, subscription services, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.20 **“Software”** shall mean the Applications for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.21 **“Statement of Work” or “SOW”** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this SSA. SOWs shall be executed by both parties and bound by the terms and conditions of this SSA, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.22 **“Subscription Services”** means a purchase by prepayment for receiving Services.
- 1.23 **“Technical Requirements”** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this SSA and its Exhibits.
- 1.24 **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.25 **“Test Environment”** means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee’s academic departments, and the related documentation.

- 1.26 **“Test Environment Period”** means the period commencing upon the date any work whatsoever is performed on Licensee’s catalog and continuing until the date modifications recommended by the Leepfrog’s test environment group are incorporated.
- 1.27 **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.28 **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.29 **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee’s software, firmware, hardware, wireless communications device, computer system or network.
- 1.30 **“Work Order”** means a document describing the technical services Leepfrog will provide and may be part of a Statement of Work. All Work Orders will serve as an Exhibit to this SSA and be bound by the terms and conditions of this SSA unless otherwise expressly provided and agreed in the Statement of Work.

2. License.

- 2.1 Subject to payment of the Fees described in this SSA, Leepfrog hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, non-transferable and nonassignable license to the Documentation, Leepfrog Technology and the Software all solely for Licensee’s business purposes by the End Users, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. Licensee hereby covenants that it will not modify the source code of the Leepfrog Technology in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.3 Licensee shall have the right to copy or reproduce the Documentation, in whole or in part, as necessary so that End Users can access and otherwise use the Software as described herein on designated systems, including such duplication as described in Section 3.2, below, but in no event shall the Software be used for more than one (1) top level domain name or server name. There is no limitation to the number of subdomains or End Users. Further, Licensee may make one or more copies of the Software solely for archival or disaster recovery purposes. If self-hosted by Licensee, except for the foregoing, Licensee shall not copy the delivered code of the Software.
- 2.4 Leepfrog hereby grants Licensee a nonexclusive, royalty-free, worldwide, license to display the Leepfrog Branding solely as required in order to comply with any attribution obligations under this Agreement.
- 2.5 Licensee hereby grants to Leepfrog, a nonexclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or Client information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.
- 2.6 Licensee agrees to provide Leepfrog access to their Client Content, and other technology Leepfrog may require to develop, implement and maintain Software.

3. Ownership.

- 3.1 Between Licensee and Leepfrog, Licensee acknowledges that Leepfrog owns all right, title, and interest in and to the Software, Documentation, CourseLeaf Products and Leepfrog Technology (except for any software licensed by third parties to Leepfrog), and that Licensee shall not acquire any right, title, or interest in or to the Software, Documentation, CourseLeaf Products and Leepfrog Technology, except as expressly set forth in this SSA. Licensee further acknowledges and agrees that the Software, Documentation, CourseLeaf Products and Leepfrog

Technology, including the structure, sequence and organization, all derivative works and all copies, in any form provided by Leepfrog or made by Licensee are the sole property of Leepfrog and/or its suppliers. Licensee shall not have any right, title, or interest in or to any such Software, Documentation, CourseLeaf Products or Leepfrog Technology, or copies thereof, except as provided in this Agreement, and further shall secure and protect all Software, Documentation and Leepfrog Technology consistent with maintenance of Leepfrog's proprietary rights therein. No remarketing, redistribution, or other commercialization of the Software, Documentation or Leepfrog Technology is authorized hereunder. The Software, Documentation and Leepfrog Technology may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party. Licensee will not remove, obscure, or alter Leepfrog's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any Leepfrog software, documentation, or output.

- 3.2 Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software. Licensee shall maintain and place on any copy of the Software and/or Documentation that it reproduces, whether for internal use or for distribution to End Users, and in whatever form, all such notices as are authorized and/or required hereunder. Licensee shall use the following notice, or such other reasonable notice as Leepfrog shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program script, source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation reference manuals:

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This disclaimer of warranties and limitation of liability set forth immediately above applies to this agreement but does not apply to or otherwise limit the effect of Section 11 Warranties and Disclaimers and Section 15 Limitation of Liability of this Agreement as between the parties hereto. End Users using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses and Licensee maintains responsibility in all cases of disclosure.

- 3.3 Except as set forth in Section 2.4 and 3.6, nothing in this SSA shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee's mark by Leepfrog shall inure to the benefit of Licensee, and all use of Leepfrog marks by Licensee shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.4 Licensee and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee. Licensee may request retrieval or delivery of their Client Content and catalog information residing on Leepfrog's servers at any time.
- 3.5 Licensee agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee's attention during the use of the Leepfrog Technology will be owned by Leepfrog, and hereby assigns to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6 Licensee agrees to provide the appropriate use license for Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their images,

graphics, fonts or other property that is requested by Licensee to be placed either on the web site and/or in the print catalog of the Licensee's CourseLeaf product on Licensee's behalf.

- 3.7 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the documentation shall be in electronic form, together with a copy of the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a Leepfrog hosted environment pursuant to this agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee as outlined in the respective Exhibits. These Services may include but are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting, While Leepfrog typically performs a wide range of customization, the scope and depth of customization is at Leepfrog's sole discretion. All Ongoing/Subscription Support Services provided to Licensee by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this SSA, not to make additional charges for delays caused by Licensee in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software licensed hereunder, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing Support Services.
- 5.2 Other Modifications. Licensee acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be deployed by Licensee, as well as other parties. To the extent Licensee requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work and/or Work Order shall control.

6. Security and Protected data.

- 6.1 Licensee has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures to protect any student data/records held by Licensee and required by Leepfrog to perform the Services from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog will store and use such records consistent with its Data Security and Processing Policy. Licensee shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee as between the Licensee and Leepfrog.
- 6.2 Licensee has control over and may limit the type of Protected Data to provide to Leepfrog, but this may limit some of the available features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder,

that Licensee shall not send or transmit such health or financial information to Leepfrog and Licensee will hold harmless Leepfrog from such disclosure pursuant to the agreed Indemnification obligations (Section 13).

- 6.3 Leepfrog's Services may require certain information, whether from the Licensee's student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, academic level, classification, instructor, declared programs, course history, etc. ("Protected Data"). Some of the Protected Data may be public information such as Licensee's Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)).
- 6.4 In the event Licensee is purchasing a CourseLeaf service or module, specifically the PATH module and related services, Licensee acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee managed authentication process through an internet browser running on the student's personal computer or other device, and PATH, to search classes and plan for registration based on that student's academic history.
- i. PATH operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee's security and encryption protocols and does not transmit such data to Leepfrog or Leepfrog third parties.
 - ii. Accordingly, Leepfrog warrants (a) the PATH application, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Protected Data to unauthorized recipients or unintended recipients including Leepfrog's employees, agents or subcontractors, and (b) no Leepfrog employee, agent or subcontractor shall use PATH to disclose Protected Data to unauthorized recipients or unintended recipients.
 - iii. Further, subject to Section 6.2(iv), Leepfrog will indemnify and hold harmless Licensee from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee from any such diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a breach of the warranty in Section 6.4(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leepfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because Leepfrog has no control over security measures associated with the student's device, Licensee's network environment or Licensee's authentication process, Leepfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees, Leepfrog will provide the Services as detailed in the respective Exhibits attached hereto.
- 7.2 Client Responsive Project Schedule. Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Clients have the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee by Leepfrog or requested by Licensee, to facilitate the use of the Leepfrog Technology shall be in the form of an exhibit, Statement of Work and/ or Work Order. Licensee must be current with all Fees due under this SSA prior to Leepfrog providing any additional products or services, whether under separate exhibit, SOW or Work Order.
- 7.4 Licensee is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to an inevitable disclosure of Licensee's Confidential Information.

7.5 Licensee hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

8. Fees.

- 8.1 In consideration for the License and Services offered under License Sections 2 License and Section 7 Services, Licensee agrees to pay the Fees during the Term in accordance with the payment terms in Exhibit A.
- 8.2 All payments to Leepfrog from Licensee shall be made by ACH transfer, check, money order or cashier's check, in U.S. currency, on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.
- 8.3 Until Licensee provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee.
- 8.4 Leepfrog will separately invoice Licensee for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW or Work Order. If Licensee fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services if Licensee fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee for delay or damage caused because of such suspension of Services.
- 8.6 Where applicable, Licensee shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee.

9. Licensee Obligations.

- 9.1 Licensee agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee's database environments, data services technical requirements, decision making, workflow and more as required to facilitate development, delivery and support of the Leepfrog Technology. Should Licensee be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee's expense.
- 9.2 Licensee shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee's technical obligations. Licensee will designate at least one Licensee employee qualified to address technical support issues.
- 9.3 Licensee shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, implement and maintain Software for use by Licensee. Licensee agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property

rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

- 9.5 In the event Licensee elects to self-host the CourseLeaf product solution, Licensee shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog Technology. Licensee shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee is responsible for all ongoing maintenance of Licensee systems.
- 9.6 During the Test Environment Period, Licensee agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Notwithstanding any other provision of this Agreement, Licensee acknowledges that the Test Environment is provided to Licensee "as is" and Leepfrog makes no warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 "Confidential Information" means all information and data relating to the Parties' technology products, services or business, in whatever form such information may be disclosed, including without limitation: Client Content, licensee data, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary information and products and trade secrets of Leepfrog and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions from which Leepfrog derives independent economic value and/or trade secrets under applicable law and shall be protected. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below. Licensee may develop its own training material or documentation solely for its own internal purposes, but agrees to keep any such material in password-protected area not available to the general public and clearly label such material as Confidential and Proprietary.
- 10.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensees or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee or any Licensee agent, as contemplated herein and as provided in this SSA.
- 10.4 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; or, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; or (iii) publicly available without breach of this SSA; or, (iv) known to the receiving party prior to its receipt from the disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction, in which case the

party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.

- 10.5 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers Trade Secrets and, (ii) dispute the release of information for reasons of trade secrets.
- 10.6 Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.7 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Leepfrog and Licensee warrant that each has full power and authority to enter into this SSA.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further represents and warrants to Licensee that the Leepfrog Technology, as delivered to Licensee for production use, shall: (i) shall perform in accordance with this SSA and Documentation; (ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any catalog information without Licensee's consent.
- 11.4 Leepfrog warrants that it shall implement and maintain an information security program, including reasonable safeguards and controls designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software for a period of ninety (90) days from the date of delivery. Following the warranty period, the parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee's use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORISED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except

as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee is found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee's sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the licensee for the initial license costs of products licensed, along with all implementation services provided.

- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORISED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT CONTENT PROVIDED BY LICENSEE.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for three (3) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") each commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and each Renewal Term, if any, shall collectively be referred to as "the Term"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of any Renewal Term.
- 12.2 Termination for Convenience. Licensee may terminate in any Renewal Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided a reasonable amount of time to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 and 16.3; (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.
- 12.4 Effective Date of Termination. Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.5 Obligations/Effect of Termination. Upon the termination of this SSA for any reason:
- i. all license rights granted under this SSA shall terminate; and,
 - ii. Licensee shall immediately pay to Leepfrog all amounts due and outstanding under this Agreement, including any Fees listed on any Exhibit or Statement of Work or Work Order as of the date of such termination; and,
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party; in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee's possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee pays the standard Fee for such Services.

- 12.6 Survival. In the event of any termination or expiration of this SSA for any reason, Section 2.1-2.2 License; Section 3.1-3.3 Ownership; Section 5.3 Modifications; Section 6 Security and Protected Data; Section 7.3 Services; Section 8.1 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12.4 and 12.6 Termination; Section 15.1-15.2 Limitation of Liability; and Section 16.3 Miscellaneous shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.7 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.8 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee beyond the term of any particular appropriation of funds by Licensee state legislature, or beyond any federal funds granted to Licensee, as may exist from time to time. Licensee reserves the right to terminate the Agreement should Licensee state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee to continue payments or if federal grant funds are discontinued. In the event funds are no longer awarded and are not available to Licensee in support of this Agreement as described herein, Licensee may terminate this Agreement with thirty (30) days advance written notice provided such termination is subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee's breach of this Agreement or results from Licensee's misuse, modification or enhancement of the Software. Licensee shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2 Licensee, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority, or any claim arising from a breach by Licensee of its obligations with respect to Protected Data under Section 6 and with respect to its obligations in Section 7.4 above; (ii) or related to the services provided by Licensee through the applications or representations, claims or statements including but not limited to in the catalog; or liability arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee prompt written notice of the claim. Leepfrog agrees to provide Licensee or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee' insurance carrier covers the claim, Leepfrog may participate in the

defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement.

14. Insurance.

- 14.1 Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.

- 15.1 LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.
- 15.3 Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee's exclusive remedy for the functionality of the Leepfrog Technology and software shall be, at Leepfrog's option, either (a) return of the price paid for the Software whose license, use, or other employment gives rise to the liability or (b) repair or replacement of the Software upon return of the Software to Leepfrog; provided Leepfrog receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

16. Miscellaneous.

- 16.1 Understanding; Applicable Law. Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.
- 16.2 Notice. Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.
- 16.3 Assignment. Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

- 16.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.
- 16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 Conflicts. In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, or any subsequent Statement of Work or Work Order, unless and only to the extent expressly stated in the Exhibit, Statement or Work or Work Order, the inconsistency or conflict will be resolved by giving precedence as follows: first, the terms of this SSA, then the terms specified in the applicable Statement of Work or Work Order, and finally the terms of the Exhibits.
- 16.8 Severability. If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 Entire Contract. This SSA, Exhibits, and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee or End Users accept during download, use or installation of Software. For the duration of this SSA, this SSA supersedes the terms on or referenced by any purchase orders Licensee may provide and such additional terms contained in or referenced by a Licensee purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.

17. Group Purchase (“Piggyback”) Provision.

- 17.1 In the event Licensee is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other institutions of higher education within the same state system or purchasing cooperative as Licensee (each an “Affiliate Institution”) the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also make adjustments to the term period of an Affiliate Institution’s license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.

- 18.1 Leepfrog warrants the Leepfrog Technology, in its default form, conforms to the W3C Web Content Accessibility Guidelines, version 2.1 (“WCAG 2.1”) at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Content or specifications as submitted by Licensee to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client solution based expressly on Client Content and Licensee submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee’s sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

LICENSEE NAME _____

LEEPFROG TECHNOLOGIES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



C O U R S E L E A F

CONFIDENCE IN YOUR CURRICULUM

CATALOG ■ CURRICULUM ■ SCHEDULE ■ SEARCH ■ REGISTRATION



BROWARD COLLEGE

REQUEST FOR PROPOSALS: CATALOG MANAGEMENT SOLUTION

RFP-2021-057-JH

Due Date: March 9, 2021

MOSES DE LOS SANTOS

Sales Director

(319) 337-3877

mdelossantos@courseleaf.com

LEEFROG TECHNOLOGIES, INC.

2451 Oakdale Blvd, Suite 100

Coralville, IA 52241

(319) 337-3877 | (888) 437-7435 Fax



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Tab (2) 4.1.2 Acknowledgement of Released Addenda to RFP



Procurement Services Department
6400 NW 6th Way, Room 275
Fort Lauderdale, Florida 33309
954-201-7455
Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 1

RFP No.: RFP-2021-057-JH
RFP Title: Catalog Management Solution
Date: February 25, 2021

This addendum is being issued to clarify and/or revise the Request for Proposals (RFP) documents and/or specifications. This Addendum modifies, supplements or replaces information in the Request for Proposals (RFP) RFP-2021-057-JH-Catalog Management Solution, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

DS
EK

REVISIONS TO RFP:

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP:

Q1 Required capabilities includes: "Provide communication tools that update stakeholders on changes to courses and programs". Are there specific communications tools that are desired by Broward?

R1 Communication tools such as in-system alerts with the option to send email alerts, weekly reports that are sent out with the various changes. For example, report will include: Degree XXXX in Nursing removed HLP1081C from their program of study and added ENC2210. Another example would be for course modifications. Course ID numbers change often, this could be due to a mandated SCNS (Statewide Course Numbering System) change. Report will include a section for course updates: ENC1101 was converted to ENC0101.

Q2 Required capabilities includes: "Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.)." Do you have any examples of the specific types of checks that are desired? Any context you could provide would be helpful.

R2 When a Course ID has changed, for example AVM2100 was converted to AVM2200, this change should automatically update everywhere AVM2100 was previously listed. This will include on program maps, course descriptions, catalog, etc. If a programs' total credit hour changes because a course within the program changed credits, an alert should be sent.

Q3 Page 18, Tab (13) 4.4.2 Proposed Methodology, c) Timeframe
The College is requesting a detailed project timeframe, which is based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar. Please confirm the anticipated contract commencement date, as Section 2.5 currently states "TBD".

R3 The college would like the contract commencement date no later than June 22, 2021.

Q4 We understand that Broward College is primarily looking for a Catalog Management solution. However, past of the requirements listed in the RFP refer to Curriculum Management:

- Page 5 "manage curriculum design, approval, analysis, optimization, mapping, and archiving"
- Page 39 "Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study"
- Page 39 "Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes"
- Page 39 "generate clear reports of the curriculum and catalog changes made in any given academic year"

Please confirm that Broward College would like to implement a Catalog Management tool first, followed by a Curriculum Management tool.

R4 Broward College already has a Curriculum Management implemented (Workday/CID). The Catalog Management tool would need to integrate with our Curriculum Management tools.

ATTACHMENTS:

NONE

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.



Signature

Director of Operations
Title

Leapfrog Technologies
Company Name

March 8, 2021
Date

Tab (3)

4.1.3 Letter of Transmittal

Legal Name: Leepfrog Technologies

Authorized Person: Moses De Los Santos

Title: Director of Sales

Address: 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241

Email: mdelossantos@courseleaf.com

Phone: (319) 337-3877

4.1.4 W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Leefrog Technologies, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2451 Oakdale Blvd, Suite 100	Requester's name and address (optional)
	6 City, state, and ZIP code Coralville, IA 52241	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table> OR Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:12.5%;">4</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">-</td> <td style="width:12.5%;">1</td> <td style="width:12.5%;">4</td> <td style="width:12.5%;">4</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">3</td> <td style="width:12.5%;">3</td> <td style="width:12.5%;">4</td> </tr> </table>					4	2	-	1	4	4	2	3	3	4
4	2	-	1	4	4	2	3	3	4						
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.															

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/30/19</u>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



4.1.5 Notice Provision

Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the submittal or within three days of request.** For the present, the Parties designate the following as the respective places for giving notice:

To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management
Broward College
6400 NW 6th Way, 2ND Floor
Fort Lauderdale, Florida 33309

With Copy To (College Attorney): Office of the General Counsel
Broward College
111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301

With Copy To (Contract Administrator): Karen Parker, Associate Vice President for Curriculum Services
Broward College
6400 NW 6th Way, Fort Lauderdale, FL 33309

To Proposer: Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

With Copy To (Proposer): Lee Brintle, President
Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

4.1.6 Vendor Conflict of Interest Form (Attachment I)

Broward College RFP-2021-057-JH VENDOR CONFLICT OF INTEREST FORM ATTACHMENT I

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES


If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below:

BIDDER'S FIRM NAME: Leepfrog Technologies

Print name: Erick Zawojewski

Signature: 

4.1.7 SDB Non-Discrimination Profile (Attachment B2)

ATTACHMENT B2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

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

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

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

Signature of Attesting Party

Director of Operations

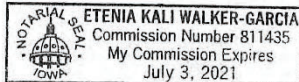
Title of Attesting Party

On this **8th day of March, 2021**, before me appeared **Erick Zawojewski**, the person who signed the above covenant in my presence.

Notary Public

Seal

Form: SDB-1



Broward College

Page 1 of 1



4.1.8 Drug-Free Workplace Certification (Attachment E)

Broward College RFP-2021-057-JH DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087) ATTACHMENT E

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

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

This sworn statement is submitted to The COLLEGE,


by **Erick Zawojewski, Director of Operations**
(Print individual's name and title)

for **Leepfrog Technologies**
(Print name of entity submitting sworn statement)

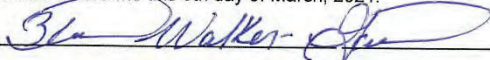
whose business address is **2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241**

and (if applicable) its Federal Employer Identification Number (FEIN) is **42-1442334**. I certify that I have established a drug-free workplace program and have complied with the following:

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


(Signature)

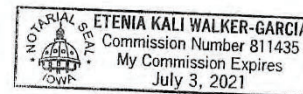
Sworn to and subscribed before me this 8th day of March, 2021.

Personally Known 

OR Produced identification _____ Notary Public - State of Iowa

July 3, 2021 My commission expires
(Type of identification)

Etenia Walker Garcia (Printed, typed or stamped commissioned name of notary public)



4.1.9 Non-Disclosure Agreement (Attachment F)

Broward College	RFP-2021-057-JH
NON-DISCLOSURE AGREEMENT	ATTACHMENT F

This Agreement is by and between LEEPFRAG TECHNOLOGIES (Vendor), a corporation with offices at 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Vendor: The Board of Trustees of Broward College

By: _____

Printed Name: _____

Title: _____

Date: _____

By:  _____

Name: Erick Zawojewski

Title: Director of Operations

Date: March 8, 2021

4.1.10 Non-Collusion Affidavit (Attachment G)

Broward College NON-COLLUSION AFFIDAVIT	RFP-2021-057-JH ATTACHMENT G
--	---

State of IOWA

ss.

County of JOHNSON

Erick Zawojewski being first duly sworn, deposes and says that:

(1) He/she is the **Director of Operations**
(Owner, Partner, Officer, Representative or Agent)

of **Leepfrog Technologies**, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)



Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:



By: **Erick Zawojewski**
(Printed Name)

Director of Operations
(Title)

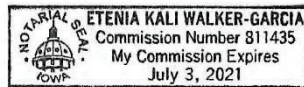
ACKNOWLEDGMENT

State of **IOWA**
County of **JOHNSON**

On this the **8th day of March, 2021**, before me, the undersigned Notary Public of the
State of Iowa, personally appeared **Erick Zawojewski**.

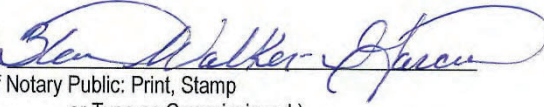
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal



NOTARY PUBLIC, STATE OF IOWA

NOTARY PUBLIC
SEAL OF OFFICE


(Name of Notary Public: Print, Stamp

or Type as Commissioned.)

- Personally known to me, or
 Produced identification:

(Type of Identification Produced)

- DID take an oath, or
 DID NOT take an oath.

4.1.11 Insurance – Letter of Insurability

Leapfrog Technologies' letter of insurability, as outlined in Section 3.0 Insurance Requirements, will be provided upon contract award.

4.1.12 Public Crimes Entity Statement (Attachment J)

Broward College RFP-2021-057-JH PUBLIC ENTITY CRIMES STATEMENT ATTACHMENT J

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

N/A _____

State Name of Convicted Applicant or Affiliate or N/A Here

Name of Firm: Leepfrog Technologies

Address of Firm: 2451 Oakdale Boulevard, Suite 100, Coralville, IA, 52241

Signature for the Firm: _____

Title of Person Signing for the Firm: Director of Operations


Signature of Witness: _____

Witness Relationship to the Firm: _____


4.1.13 Information Security Affidavit (Attachment L)

Broward College | RFP-2021-057-JH INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

I, Wes Bachman, the designated signing manager for Leepfrog Technologie, attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.



Initials
1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

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



Initials
2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.

Broward College sensitive data includes but is not limited to the following:

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


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

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


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

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

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


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

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

Date: March 5, 2021

Title: Director of Information Technology

Name: Wes Bachman

Authorized Signature: 

Tab (4) 4.1.14 Litigation History

Leepfrog Technologies has never been involved in any services related litigation, action, or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this proposal.

No regulatory action has ever been filed against Leepfrog Technologies.

Tab (5)

4.1.15 Licenses/Certifications

Leepfrog Technologies will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Leepfrog Technologies will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and will provide copies of these licenses to College upon request. Leepfrog Technologies acknowledges failure to maintain required licenses and permits may be cause for termination.



4.1.16 Federally Funded Attestation Form (Attachment M)

Broward College RFP-2021-057-JH FEDERALLY FUNDED PROJECTS FORM ATTACHMENT M

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

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

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

- H. General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- I. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- K. **Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- L. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- M. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

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



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FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE

ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Leepfrog Technologies

Address, City, State, and Zip Code: 2451 Oakdale Boulevard, Suite 100 Coralville, IA 52241

Phone Number: (319) 337-3877

Printed Name and Title of Authorized Representative: Erick Zawojewski, Director of Operations

Email Address: zawojews@leepfrog.com

Signature of Authorized Representative: _____



Date: March 8, 2021

Tab (6) 4.2.1 Required Response Form

REQUEST FOR PROPOSALS (RFP) 2021-057-JH
1.0 REQUIRED RESPONSE FORM

RFP #: RFP-2021-057-JH	RFP TITLE: Catalog Management Solution		RELEASE DATE: January 28, 2021
DATE DUE: March 9, 2021	TIME DUE – AT OR BEFORE: 2:30:00 p.m. EST	The College has implemented E-Bidding and will <u>only accept electronic submittals</u> via DemandStar at www.demandstar.com	

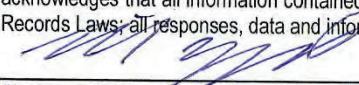
All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein.

PROPOSER INFORMATION

PROPOSER'S NAME: Leapfrog Technologies
 STREET ADDRESS: 2451 Oakdale Boulevard, Suite 100
 CITY, STATE AND ZIP CODE: Coralville, IA 52241
 PROPOSER TELEPHONE: (319) 337-3877 PROPOSER FAX: (888) 437-7435
 PROPOSER TOLL FREE: (888) 533-7376
 CONTACT PERSON: Moses De Los Santos
 CONTACT PERSON'S ADDRESS: same as above
 INTERNET E-MAIL ADDRESS: mdelossantos@courseleaf.com
 INTERNET URL: www.courseleaf.com
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: 42-1442334

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

Website: Newspaper: Other: email invitation to bid

Submittal Certification	
I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.	
	March 8, 2021
Signature of Proposer's Authorized Principal	Date
Erick Zawojewski	Director of Operations
Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal

NOTE: This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1). Enclosed original Required Response Form will be the only acceptable form.



Tab (7) 4.2.3 Experience

Proposer must demonstrate a strong documented track record of current engagement in College Catalog Management according to products and services detailed in the Scope of Work (Attachment D). Also, must have at least one customer that is a large higher education institution that has at least 10,000 FTE students.

A full list of CourseLeaf clients can be found at: <https://www.leepfrog.com/clients/>

Below is a list of CourseLeaf CAT clients with at least 10,000 FTE.

APUS American Public University System	Auburn University	California Polytechnic State University, San Luis Obispo
California State University-Chico	California State University-Dominguez Hills	California State University-Sacramento
California State University-San Bernardino	Carleton University	Carnegie Mellon University
Central Piedmont Community College	City Colleges of Chicago District	College of DuPage
Colorado State University	Columbia University	Cuyahoga Community College District
DePaul University	Drexel University	Eastern Florida State College
Eastern Washington University	Foothill-De Anza Community College District	Fordham University
George Mason University	George Washington University	Georgia Institute of Technology
Georgia Southern University	Georgian College	Higher Colleges of Technology
Iowa State University	Johns Hopkins University	Johnson County Community College
Kent State University	Kentucky Community & Technical College System	Kwantlen Polytechnic University
Liberty University	Long Beach Community College District	MacEwan University
Marquette University	Marshall University	Massachusetts Institute of Technology
Miami University of Ohio	MiraCosta College	Mississippi State University
Montana State University-Bozeman	Montclair State University	Mount San Antonio College

Mt. San Jacinto Community College District	New Mexico State University	North Carolina State University (NC State)
North Dakota State University	North Orange County Community College District	Northeastern University
Northwestern University	Oakland Community College	Oklahoma State University-Stillwater
Old Dominion University	Oregon State University	Pace University-New York
Pasadena City College	Pennsylvania State University	Portland Community College
Purdue Global University-Davenport Campus	Queen's University	Quinnipiac University
Saint Louis Community College	Saint Louis University	Sam Houston State University
San Francisco State University	San Jacinto Community College	Santa Barbara City College
Sierra College	South Texas College	Stanford University
Tarleton State University	Temple University	Texas A&M University-College Station
Texas A&M University-Corpus Christi	Texas State University	Texas Woman's University
Towson University	Tulane University	University College Cork
University of Akron	University of Alabama-Birmingham	University of Alabama-Tuscaloosa
University of Alaska-Anchorage	University of Arkansas	University of California-Berkeley
University of California-Davis	University of California-Irvine	University of Chicago
University of Colorado-Boulder	University of Colorado-Denver	University of Dayton
University of Denver	University of Florida	University of Guelph
University of Illinois-Urbana-Champaign	University of Iowa	University of Kansas
University of Louisville	University of Manitoba	University of Maryland-College Park
University of Miami	University of Missouri-Columbia	University of Nebraska-Lincoln
University of Nebraska-Omaha	University of New Hampshire	University of North Carolina-Chapel Hill
University of North Carolina-Greensboro	University of North Dakota	University of Northern Iowa



University of Oklahoma	University of Oregon	University of Ottawa
University of Pennsylvania	University of South Carolina-Columbia	University of Texas-Arlington
University of Texas-Austin	University of Texas-El Paso	University of Texas-San Antonio
University of Toledo	University of Vermont	University of West Florida
University of Wisconsin-Eau Claire	University of Wisconsin-La Crosse	University of Wisconsin-Madison
University of Wisconsin-Milwaukee	University of Wisconsin-Whitewater	Valencia College
Ventura County Community College District	Virginia Commonwealth University	Washington University in St. Louis
Wayne State University	West Chester University of Pennsylvania	West Virginia University
Western Kentucky University	Western Sydney University	Wichita State University
Yale University	Youngstown State University	

Tab (8) 4.3.1 Executive Summary



Leepfrog Technologies, Inc.
2451 Oakdale Blvd, Suite 100
Coralville, IA 52241
Ph: 888-533-7376
Fax: 888-437-7435
rfp@courseleaf.com
courseleaf.com

March 9, 2021

Request for Proposals – Catalog Management Solution | RFP-2021-057-JH

Leepfrog Technologies is pleased to present our response to Broward College’s catalog management solution request for a proposal (RFP). CourseLeaf was developed to automate, synchronize, and streamline the catalog processes at Broward College, while integrating with your SIS. Broward College staff will be empowered with a fully-integrated online solution to track the development and approval of catalog changes in an easy, collaborative, and intuitive environment. CourseLeaf delivers a strategic, prudent investment for the College that will deliver positive results for years to come.

By selecting CourseLeaf, Broward College will have confidence knowing you have partnered with an experienced vendor who serves over 425 of the most academically complex institutions in the US, Canada, Australia, Ireland, Hong Kong, Qatar, and the UAE. CourseLeaf will enhance the catalog, course, and program management at the College with:

- Intuitive software that’s fully-integrated, dynamic, and configurable to display catalog information in intuitive layouts that make it easy for students to search for and discover courses and programs of interest.
- Responsive modern catalog design using HTML5 to publish to multiple platforms delivers an excellent student experience on all devices, ensuring students have quick and consistent access to accurate information from one location.
- In-house developed, deployed, and supported data integration using a secure, reviewable process that adheres to the College business rules. Plus, we include powerful data access APIs and web services for integration with other external systems on campus.
- In-house developed, deployed, and supported proprietary SIS Transfer and Bridge components.
- Powerful workflow tools that move work off College staff to CourseLeaf, and the flexibility to accommodate all processes with complete governance and transparency across the entire organization.
- PDF output capabilities using your existing branding to enable College staff to publish directly from the software without first exporting to MS Word or InDesign.
- Proven, industry leading training programs that incorporate a series of training sessions on-site to maximize use and adoption of the software.
- World-class technical support and maintenance from experienced industry professionals.

To date, we count over 41 schools who have switched from other vendor solutions to use CourseLeaf. This is not only because CourseLeaf is the most innovative solution available, but because of the service and support we extend to all of our clients. Our software is the most innovative solution available—built to meet the needs of institutions like Broward College—and has industry-leading expertise, service, and support that we extend to each of our clients.

We invite you to partner with CourseLeaf as we continue to advance the state of the art. As your needs and goals may change over time, as higher education develops new standards, or as technology continues to change, we welcome you to join with Leepfrog for a long-term partnership approach; our history has proven that we will evolve with you. We look forward to working with you on your catalog needs.

Key Staff

Your key contact for this RFP is:

Moses de los Santos, Sales Director

mdelossantos@courseleaf.com

(319) 337-3877

Please view resumes of Leepfrog's key staff in Tab (8) 4.3.2 Organizational Profile.

History of Leepfrog

Lee Brintle founded Leepfrog Technologies more than 25 years ago in Iowa City, Iowa. We have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Company Details

- Leepfrog Technologies, Inc. is a corporation founded in 1994 and has been in business for 25 years.
- Leepfrog has been providing CourseLeaf since 2008 and was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.
- Leepfrog currently employs 120 full-time employees.
- Clientele includes over 425 higher education institutions in the United States, Canada, Australia, Ireland, Hong Kong, Qatar, and the United Arab Emirates.
- DUNS: 839172814
- FEIN: 42-1442334
- NIGP Numbers: 208-36, 208-37, 208-94, 920-07, 920-31
- NAICS Code: 541512; SIC Code: 7379
- Payment terms are Net 30.
- Leepfrog has never filed for bankruptcy or been in loan default and has no pending liens, claims, lawsuits.
- Leepfrog is neither for sale nor seeking to become acquired by another business entity.

Alliances & Partnerships

Leepfrog Technologies partners with leading higher education solution providers and is proud to partner with the following companies and professional associations.

- Student Information System Partners: Ellucian Collaborative Development Partner, Oracle Gold Partner
- Learning Management System Partners: Blackboard, Canvas
- Room and Event Scheduling Partners: Accruent-EMS, CollegeNet 25Live Room Scheduling System
- Institutional Effectiveness/Strategic Planning Partner: Nuventive
- Diplomas and Credentials Partner: Paradigm

Our Expertise

Leepfrog has significant in-house experience managing and consulting CourseLeaf Catalog and Curriculum implementations and has done so for over 425 institutions in Higher Ed; our client base includes a broad mix of varying sizes and complexity. We have the resources, talent, and expertise to customize our baseline solutions to meet our clients' specific needs. Nearly half of our employees are 100 percent dedicated in the technical fields of software development, implementation, and technical support of our products, with the remaining staff dedicated to customer service, sales and marketing, project management, and internal operations.

- **Software Development** – Over 20 senior-level development staff with over 60 years of combined experience, specifically in catalog, curriculum, scheduling, and student registration management systems.
- **Data Integration & Consultation Representatives** – 16 full-time integration/consultation experts with a strong working knowledge of integrating CourseLeaf with campus systems.
- **Technical Support** – 26 full-time technical support personnel.

Leepfrog's philosophy is that academic software should not drive institutional policy or process but be adaptable and configurable to institutional business rules, as no two institutions are precisely the same. Many of our clients came to Leepfrog after discovering their out-of-the-box solutions fell far short of meeting their goals and expectations. Therefore, our mission is to aggressively serve our clients by developing industry-leading, relationship-building software solutions customized to each institution. We do not just give you what you have asked for; we help analyze the problem and provide the tailored solution you need to fix it.

Tab (9) 4.3.2 Organizational Profile

State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under.

Leepfrog Technologies

2451 Oakdale Boulevard, Suite 100

Coralville, IA 52241

Phone: (319) 337-3877

Fax: (888) 437-7435

Other names: n/a

Contact information including Principal's name, telephone number, and email address.

Lee Brintle, Founder and President

lbrintle@leepfrog.com

(319) 337-3877

Size of organization.

Leepfrog Technologies currently employs 120 full-time staff.

Number of years established in business, include operation under other Firm names, providing services same or similar as described herein.

Leepfrog Technologies was founded in 1994 and has been providing the higher education software CourseLeaf since 2008. Leepfrog was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.

Number of years in business in the State of Florida.

Leepfrog Technologies is based in Coralville, Iowa.

Resumes of individuals that will have direct role in performance and supervision of this engagement.

- **Lee Brintle – President** is the founder of Leepfrog Technologies and the lead architect for the CourseLeaf Suite. He has developed hundreds of architecture and programming solutions for a variety of companies, colleges and universities, government organizations, and nonprofit organizations over the last 20 years.

Education: The University of Iowa, Iowa City, IA. Master of Computer Science (MCS) and Bachelor of Science, Computer Science.

- **Moses de los Santos – Sales Director** has over 20 years of experience guiding technology software clients through complex decisions by implementing disciplined sales methodologies.

Education: Messiah College, PA. Bachelor of Arts in Computer Science.

Cornel University, NY. Graduate Certificate

- **Matt McGuire – Lead Client Services Manager** uses his experience and knowledge of the CourseLeaf CAT module to analyze and solve clients’ pain points. He has over a decade of experience in customer service, project management, and process improvement.

Education: University of Iowa, Iowa City, IA. Bachelor of Business Administration.

- **Jill Wehrheim – Lead Catalog Editor** uses her many years of experience at Leepfrog to ensure she matches clients with the right CourseLeaf solution. Her knowledge of strategic content organization and database systems enables her to assist clients during their CourseLeaf CAT and CIM implementations.

Education: University of Iowa, Iowa City, IA. Master of Arts in Library and Information Science. Southeast Missouri State University. Bachelor of Science in Interdisciplinary Studies.

- **Amy Johnson – Implementation Manager** has 20 years of experience as a project manager and leads the Implementation Team, which is responsible for ensuring a successful adoption of CourseLeaf’s educational solutions. She values the relationship she forges with clients as a partner in their implementation journey.

Education: University of Iowa, Iowa City, IA. Bachelor of Arts in Communication Studies.

- **Randy Pospisil – Support & Training Manager** of the CourseLeaf support (CLHelp) and training teams. With over 20 years of experience in education and adult learning, Randy directs the training program and documentation of CourseLeaf software.

Education: The University of Iowa, Iowa City, IA. Bachelor of Arts, Elementary Education. Dallas Theological Seminary, Dallas, TX. Master of Theology.

Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience.

Leepfrog does not have local (Miami-Dade, Broward or Palm Beach) account representatives or direct project staff.

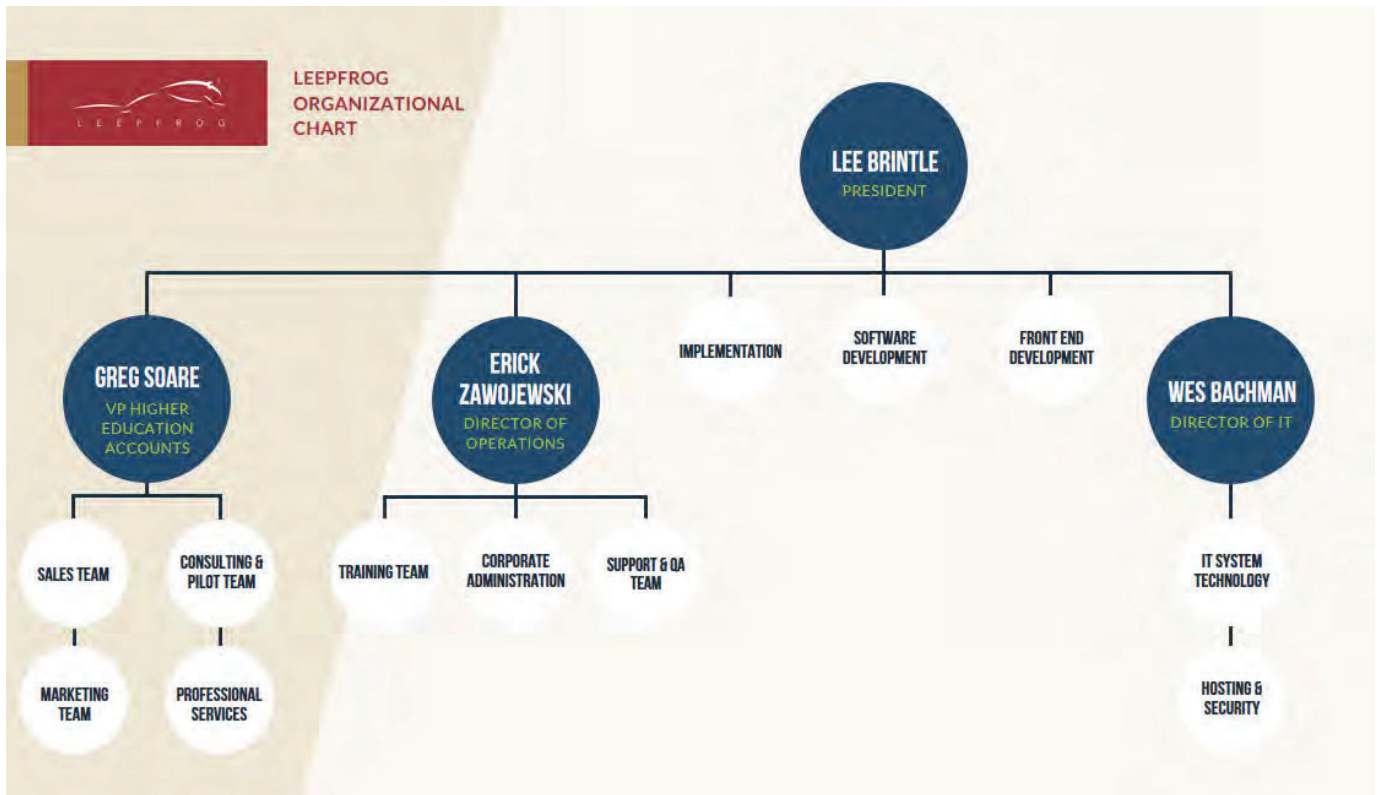
Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation, preferably for higher education or public-sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)

The following CourseLeaf CAT projects can be verified via references requested in Section 4.3.4:

- University of Miami
- Lorain County Community College
- City Colleges of Chicago
- Cuyahoga Community College



Tab (10) 4.3.3 Organizational Chart and Account Management and Staffing



Leepfrog’s organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. With over 25 years of experience, we have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Leepfrog is committed to providing exemplary customer service, timely technical support, and online help solutions for our over 425 higher education clients. In addition to the high quality of our products and our partnership approach to software development, our support and customer service has helped position us a clear leader as a provider of effective solutions for higher education. Not only do we provide that support at a level superior to our competitors, but as an inclusive service included in the cost of our products. This approach to customer support is part of the reason why Leepfrog continues to experience over 99% client retention.

Tab (11) 4.3.4 References

Attachment K – Performance Survey Forms for this RFP were sent directly to Broward College by:

University of Miami

Cynthia Connor-Urbina

c.connor1@miami.edu

(305) 284-3132

City Colleges of Chicago

Daniel Pattley

dpattley@ccc.edu

(312) 553-3439

Cuyahoga Community College

Holly Craider

holly.craider@tri-c.edu

(216) 987-2006

Lorain County Community College

Rosemary Schestag,

rschesta@lorainccc.edu

(440) 366-7412

Tab (12) 4.4.1 Proposed Solution

REQUIRED CAPABILITIES

Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study.

This requirement would be met with the CourseLeaf Curriculum (CIM) module, which is outside the scope of this proposal. While CourseLeaf CAT performs as a standalone system, integration with CourseLeaf CIM allows the institution to harness the full power of CourseLeaf and provides a completely streamlined catalog, course, and program process for ultimate efficiency.

CourseLeaf CAT integrates with your CID and Workday software.

Integrates with other institutional systems, such as the student information system (CID and Workday), course scheduling, degree navigation aids, degree audit, assessment and accreditation software.

CourseLeaf views your SIS as the source of truth, and is able to integrate with CID and Workday through powerful data access APIs. The software is able to integrate with a variety of other institutional sources that may use academic information, with primary integration services being provided by XML over HTTPS using a RESTful API.

Integrates catalog management and program of study documentation.

Academic catalogs in CourseLeaf can be arranged and categorized following the requirements set forth by Broward College. There are no limitations to the web design capabilities, formats, information displays, and other Broward College branding and styling requirements within CourseLeaf. The software will display course lists that adhere to College-specific branding requirements and will also total the number of hours required, a feature found most useful by students and faculty alike. Course lists will populate from your SIS on an ongoing basis based upon the effective date of the catalog to ensure course data remains accurate. This allows the catalog organization and navigation to be tailored in such a way as to blend with your master website without having a negative impact on how the content is presented.

The College can categorize and present course and program offerings however you prefer. The presentation of your course and program content is completely customizable to the preferences set by the College; we apply your formatting standards to the style sheets that drive the look-and-feel of your course and program content, so the options are very flexible and tailored to Broward College.

Below is an example of how Cuyahoga Community College (Tri-C) displays their career pathways. Tri-C purchased additional CourseLeaf CAT Impact services to include a unique Academic Pathways landing page that allows students to quickly find and select their Pathway of interest, then filter down for Career Pathways based on time-frame for completion, proficiency, or post-degree profession. The Pathway page also includes links to other information pertinent to student planning such as transfer opportunities, professional development, personal enrichment, career exploration and planning tools, as well as a host of other program attributes.

Home / Academic Pathways / Business / Accounting

Accounting

Overview | Related Programs/Training

ACCOUNTING

[Accounting, Associate of Applied Business](#)

CAREER PATHWAYS
Many Options for Success

View Related Degrees and Certificates
This program shares coursework with the following degrees and certificates. Use the buttons below to display shared courses.

Short-Term: Select... | Proficiency: Payroll, Certificate of Proficiency | Post-Degree Professional: Select...

[RESET](#) [COMPARE COURSES](#)

✓ 17 courses overlap with [Payroll, Certificate of Proficiency](#)

Certificate(s) may have an open elective or an open Math, Communications, Arts & Humanities, Social & Behavioral Sciences, Natural and Physical Sciences that will not display on this page as an overlapping course. See Certificate Program page for complete list of certificate requirements.

ACCT-1041	Individual Taxation	4	✓
ACCT-1311	Financial Accounting	3	✓
BADM-1020	Introduction to Business	3	✓
Select one of the following:		3	
ENG-1010	College Composition I		✓

Lorain County Community College is another CourseLeaf client who uses the automated table generator and hyperlink management tool in CourseLeaf to display the certificate and degree requirements associated with their academic pathways, allowing students to drill-down and explore all elements of the pathway, including short-term certificate, degree, career opportunities, salaries, and a detailed semester breakdown of the required program to meet the pathway requirements.

The screenshot shows the CourseLeaf interface for Lorain County Community College. The main content area displays 'Academic Pathways' with categories like Business and Entrepreneurship, Computer and Information Technologies, Culinary and Hospitality, and Education. A 'Real Estate Short-Term Technical Certificate' is highlighted, showing a detailed curriculum table for the first year.

FIRST YEAR		
SEMESTER I		HOURS
CSIS 121	MICROCOMPUTER APPLICATIONS I	3
ECBA 123	MACROECONOMICS	3
ENGL 101	COLLEGE COMPOSITION I	3
FNCE 111	REAL ESTATE PRINCIPLES & PRACTICES	3
FNCE 112	REAL ESTATE LAW	3
FNCE 115	REAL ESTATE FINANCE	3
FNCE 118	REAL ESTATE APPRAISAL	3
SHSU 100	COLLEGE 101 I	3
Hours		18
Total Hours		18

* A student must register for the orientation course when enrolling for more than six credit hours.

"Pathways" is a term that can vary and be defined by each institution. For example, City Colleges of Chicago district, which has 7 colleges and is a CAT and CIM client, defines their Pathways as the suggested sequence of courses. We have also seen institutions refer to this as a "plan of study", "semester sequence", "suggested plan", and more. They house this on a tab in their catalog as shown below. <https://catalog.ccc.edu/academic-program-requirements/air-conditioning-heating-basic-certificate/#pathwaytext>


Home > Academic Program Requirements > Air Conditioning - Heating, Basic Certificate

2020-2021 EDITION

- Academic and Student Policy
- Overview
- Programs Offered by College
- Credit Program Requirements
- Academic Program Requirements
 - A+ Certified Computer Technician, Basic Certificate
 - Accounting Clerk, Basic Certificate
 - Accounting, Basic Certificate
 - Accounting, Advanced Certificate
 - Accounting, Associate in Applied Science
 - Addictions Studies, Basic Certificate
 - Addictions Studies, Advanced Certificate
 - Addictions Studies, Associate in Applied Science
 - Advanced Social Services - Addictions Studies, Advanced Certificate
 - Advanced Social Services - Addictions Studies, Associate in Applied Science
 - Air Conditioning - Commercial Refrigeration, Basic Certificate
 - Air Conditioning - Domestic Refrigeration, Basic Certificate
 - Air Conditioning - Heating, Basic Certificate**
 - Air Conditioning and Refrigeration, Advanced Certificate
 - Air Conditioning and Refrigeration, Associate in Applied Science
 - Alternative Fuel Vehicle Technology, Basic Certificate

Air Conditioning - Heating, Basic Certificate

PRINT OPTIONS
APPLY NOW



College(s):

Program Code: 0178

OVERVIEW
PROGRAM REQUIREMENTS
PATHWAY

Pathway

This is an **example course sequence** for students interested in pursuing Air Conditioning and Refrigeration. It does not represent a contract, nor does it guarantee course availability. If this pathway is followed as outlined, you will earn a Basic Certificate (BC) in Heating.

Semester-by-Semester Program Plan for Full-Time Student

All plans can be modified to fit the needs of part-time students by adding more semesters.

SEMESTER 1		HOURS
AIR CON 101	Intro Air Conditioning I	3
MATH 107	Math For Technicians I	4
Hours		7

Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes.

CourseLeaf's dedicated workflow management administrative screen provides full control to specify the types of information requiring workflow approval and the conditional permission levels for those users who need to approve curricular changes. CourseLeaf includes the ability to create multiple workflow approval paths dependent on proposal type and the academic governance committees responsible for those proposal types, as many departments have committees specific to their academic areas and may have different processes for different types of proposals. The goal with CourseLeaf is to automate workflows in an easy-to-use system. Some of the most powerful features of CourseLeaf workflow include:

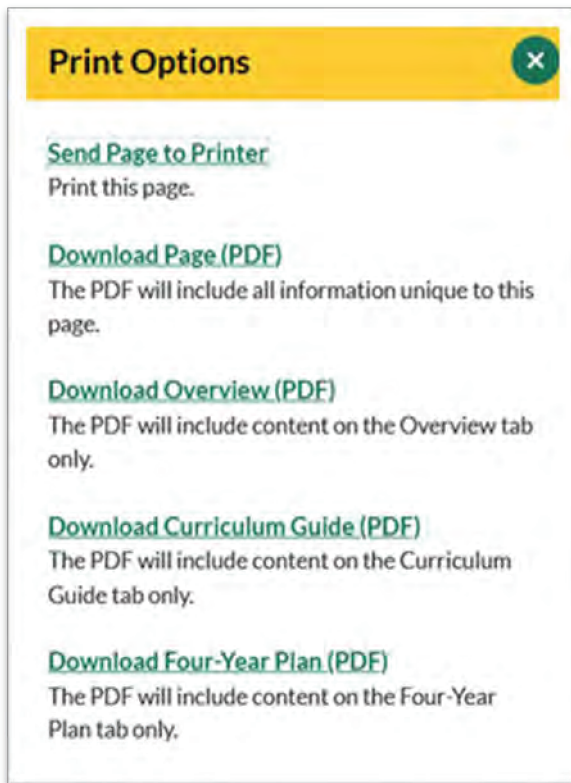
- **Sequencing.** CourseLeaf allows administrators to specify the order in which individuals can act on a section of content. This provides much more control over when and what impact a person will have on the curriculum and is strongly preferred over the 'free-for-all' method of assigning permissions to individuals.
- **Standardized Workflows.** CourseLeaf allows you to set up standardized workflows for easier maintenance. For example, each department may specify standard workflows that follow a pre-defined approval path. This allows them to customize their workflow while still making the management of the entire process much easier for administrators.
- **Placeholder Replacement.** Swap words are customized for each institution and are used to create dynamic steps in workflow. Some examples of dynamic steps using these swap words include Col Dean, Dept Chair, and Subj Director. These dynamic steps are listed as steps in the workflow template and are then swapped out with corresponding roles in role management. For example: Dept Chair in a workflow template will be swapped out with a role matching the workflow step name and including the department code, MATH Chair or BIOL Chair for instance.
- **Data Driven Steps.** CourseLeaf curriculum workflow allows the curriculum administrator to easily define steps in the approval process that may be triggered by data values in the proposal. For example, if a checkbox on the course proposal form indicates that the course is offered as Honors, an additional step or steps may be automatically included in the workflow to allow the Dean of the Honors College to review and approve honors courses. Data driven steps can be used with any fields or values in the proposal and require no human intervention to redirect proposals to all the necessary reviewers.
- **Ease of Use.** CourseLeaf's workflow requires no prior experience and minimal training, using a familiar point and click interface to select individuals and roles for workflow.

CourseLeaf's dedicated Role Management administrative toolset is designed for the task of making it fast, easy, and intuitive for admins to define roles and assign the appropriate faculty and staff. The system is flexible and can be customized to fit your specific business process needs. Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however, the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, rollback, or remain.

Ability to produce an on-line, interactive catalog that can be published in part or as a whole in a hardcopy version.

Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 AA and Section 508 accessible, accurate, and user-friendly catalog. CourseLeaf CAT allows automatic publishing of PDF documents for each page in the catalog. Further, administrative tools provide the ability to combine pages from the site into specific documents for marketing, compliance, or advising. For example, your institution may require a PDF version of your catalogs content for compliance, but also prefers to include a document that only contains information for each college. Both are easily accommodated in CourseLeaf. CourseLeaf catalogs can be exported to PDF and include version information and the branding/formatting standards defined by Broward College. Users can export current and archived versions of the catalog, and CourseLeaf will automatically generate a full, static, accessible PDF catalog that can be downloaded or printed on demand.



Print Options ×

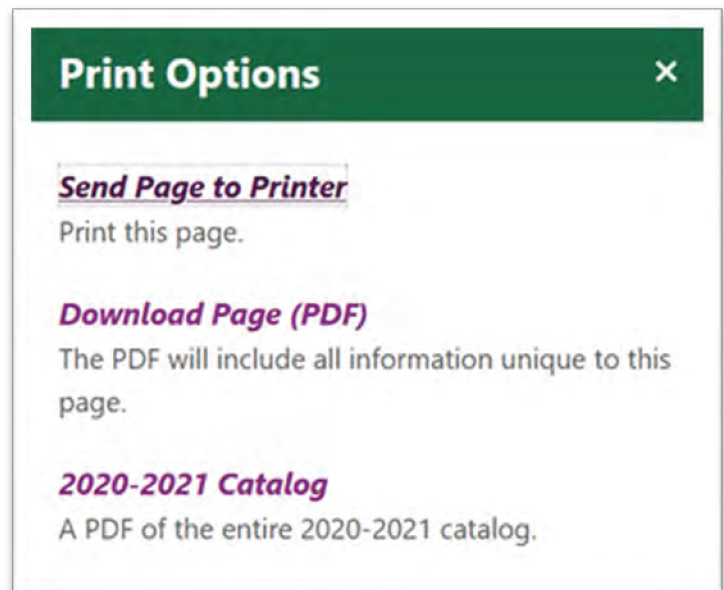
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The PDF will include content on the Curriculum Guide tab only.

Download Four-Year Plan (PDF)
The PDF will include content on the Four-Year Plan tab only.



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Print this page.

Download Page (PDF)
The PDF will include all information unique to this page.

2020-2021 Catalog
A PDF of the entire 2020-2021 catalog.

Ability to archive past catalogs.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and includes a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published (as some solutions require links to catalog content to be changed each time a catalog is published).

The online catalog version must provide hotlinks and be able to update all references to a course when a change is approved.

CourseLeaf allows users to create catalog text or program entries that link dynamically within the catalog or to external web pages. CourseLeaf features a hyperlink management tool within the CourseLeaf dashboard, making it easy to edit and update any links within your catalog. CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

System allows for configurable role-based permissions and segmented security access.

CourseLeaf offers tremendous flexibility and ease with user access permissions and roles and can define view access to the level of granularity to effectively satisfy the individual needs of the institution. CourseLeaf provides granular, configurable, role-based permissions for Broward College to access the software and manage information. The users and roles may be arranged and configured in a wide variety of ways, with scopes that apply to different levels of data. For example, a user that can edit and approve content in one role may only be able to view the proposal in another role or be able to view and annotate. Within CourseLeaf, there are three basic levels of permissions for users:

- **Administrator.** Administrators are able to execute any action within the system, either on their own or on behalf of another user. Administrators may assign other permissions and may modify almost any system setting.
- **User.** Users only have permission to perform actions that they are either explicitly or implicitly permitted to do. Users may be filtered based on an authentication attribute, such as a faculty/staff indicator.
- **Guest.** Guests are any user on the website who is not logged into CourseLeaf.

Allows form-based input by multiple user types (faculty, associate deans/coordinators, and administrators).

CourseLeaf manages and tracks the relationship and ownership of course, program, and all other academic catalog content through Role Management. CourseLeaf distributes content based on access and permission groups called roles, and each section of content has its own set of people who can act on the content. Through role management, the College will have complete flexibility and control of:

- Who has ownership to what content,
- Who (whether one person or an entire department) can act on the content,
- At what point in the process they can act on that content, and
- What role they can play – be it view only, author, editor, approver, or just notified in workflow.

User permissions in workflow are also role-based. CourseLeaf is very flexible in how roles can be used and managed. A role can consist of one or multiple members. Users can belong to multiple roles in CourseLeaf workflows. In different roles, they may have differing abilities and restrictions to add, edit and view content in

the catalog or curriculum proposal workflow. A user that can edit and approve a proposal in one role may only be able to view the proposal in another role or be able to view and annotate.

Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, roll back, or remain.

Includes the ability to customize and revise forms easily.

CourseLeaf allows for the creation of customized fields for course and program proposal forms and the College can create multiple forms for different request types as needed. There is no limit to the number of fields that can be imported or how the forms are designed and formatted to facilitate data entry. We have experience parsing data from different data sources, ensuring that we deliver a solution that meets the unique business requirements of each institution.

Include an authorization system that tracks approval signatures and alerts users that signatures are needed.

For most institutions, the workflow history (and the permanent archive that's created) in CourseLeaf serves as the official record that each user has completed their approval step in the workflow path, eliminating the need for an additional electronic signature. CourseLeaf is flexible; depending on your specific governance requirements, approval signatures by members in workflow can be attached as files/comments to any workflow proposal.

Track changes to courses and programs made during short-term review processes prior to formal approval so that changes in-process are visible to stakeholders.

CourseLeaf CAT will track and log all edits made by each individual at each step of the workflow process for all changes made. Edits are color-coded with bold green text denoting added information and red strikethrough denoting deleted information. Each time content is changed, CourseLeaf logs the changes by user, date and time, memo/note information, providing an audit trail that covers the life of each catalog. Users can click and see the color-coded comparison to the current information. The links to the revision histories are located in a corner of the screen so users can immediately reference the content in prior iterations. CourseLeaf provides

quick access to prior versions as links in the right margin under the activity log so users can immediately and easily reference the content in prior iterations.

Additionally, users can:

- Click a button to toggle back and forth to see the 'clean' copy as it would appear if all changes were to be approved, versus the edited version with all the proposed changes highlighted.
- Drill down to see the changes made by each individual in the workflow chain, as opposed to the aggregate of all the changes made by prior editors in workflow.

Welcome to the Lilypad University ~~2014-2015~~ **2015-2016** catalog! We are pleased to provide an interactive and searchable catalog online.

The catalog is a comprehensive **guide to serve as a contract between the university and student reference** for your academic studies. It includes a list of all **accredited** degree programs offered at **Lilypad University, MU**, including bachelors, masters, specialists, doctorates, minors, certificates, and emphasis areas. It details the university wide requirements, the curricular requirements for each program, and in some cases provides a sample plan of study. **In addition, the** ~~The~~ catalog includes a complete listing and description of approved courses. It also provides information on academic policies, contact information for supporting offices, and a complete listing of faculty members.

Provide a history of changes to and/or archiving of approved courses and programs that is accessible to individual faculty users, faculty governance, and administrators.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and include a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published. This is not always the case with other solutions that require links to catalog content to be changed each time a catalog is published, adding an unnecessary burden on your staff. Examples showing archived catalogs are here:

- West Chester University of Pennsylvania: <http://catalog.wcupa.edu/catalogarchives/>
- Marquette University: <http://bulletin.marquette.edu/previousbulletins>
- University of Missouri Archive: <http://catalog.missouri.edu/archives/>
- Valencia College Archive: <http://catalog.valenciacollege.edu/catalogarchives/>

Provide communication tools that update stakeholders on changes to courses and programs.

Workflow notifications are automatically email-driven and completely configurable for those who should receive messages. Workflow emails can be configured so they are sent to a variety of user types, including all users in the workflow, single or multiple departments at the same time, or to specific users based on role. These notifications can be automated or sent on demand to alert individuals to deadlines, agenda postings, meeting minutes or other tasks and postings. FYI notifications can also be automatically sent to notify designated individuals (including those not involved in approval workflow) when proposals have passed specific steps in the workflow process or when approvals are complete.

Generate clear reports of the curriculum and catalog changes made in any given academic year.

CourseLeaf CAT users have access to many standard reports that allow users to report on granular data with the flexibility to ad-hoc report on all stages of workflow and approvals through various parameters as needed. Reports can be run on all data inside the CourseLeaf database, so the reporting parameters are very robust. These reporting tools are built into the CourseLeaf solution and provided at no additional charge. Some of the most popular reports include:

- **System Snapshot:** "Thermometer" type of display showing the overall progress report for the entire system or a portion of the system. The report is interactive, allowing for drill-downs, click-to-email contacts, and export the results to Excel/CSV. Useful for CourseLeaf Administrators.
- **Approved:** Report on approved proposals within a user-defined data range. Useful for all users.
- **In workflow:** Report on proposals currently in workflow. Useful for all users.
- **Difference:** Report the changes to a proposal, including approved and differences. Useful for all users.
- **Snapshot:** Report the current data values of approved or edited versions of proposals. Useful for all users.
- **Reconciliation:** Report on differences in the data between CourseLeaf and the SIS. Useful for CourseLeaf Administrators.
- **Role Members:** Report all roles in the system and members or users populating those roles. Useful for CourseLeaf Administrators.
- **Stale Proposal:** Report stale proposals or proposals that have been edited and not submitted to workflow in X amount of days. Useful for CourseLeaf Administrators.
- **Stalled Proposal:** Report stalled proposals or proposals that are stalled at a specified workflow step. Useful for CourseLeaf Administrators.

CourseLeaf reporting provides a complete view of the system. The ad-hoc data warehouse reporting tool (TCFDB) allows users to capture customized views of all data inside the system and run reports with robust parameter sets. All reports can be saved and shared with any institutional member through Excel/CSV, and PDF outputs or HTML/XML web output as the URLs become a direct link for the report. No special software is necessary for reporting within the CourseLeaf solution. Should the College wish to use additional tools outside the built-in data warehousing solution (TCFDB), the CourseLeaf data resides in an SQLite database, which can be queried or exported using a wide variety of third-party tools (such as COGNOS, ARGOS, Crystal Reports, and many others).

Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.).

CourseLeaf has embedded accuracy tools in the software that compare course data and flag inconsistencies. CourseLeaf integrates with your Student Information System to pull versioned information on an ongoing basis and regularly flags inconsistencies between systems.

CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the

catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

Ease of use and learning for application administrator, content owners, and end-users.

CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise.

CourseLeaf implementation includes extensive training and online resources for all College staff (including administrators, IT personnel, and end-users). Initial training will be conducted by LEEPfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Has a Help function with online tutorials and guides for end-users.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.

More information can be found in the "Ongoing Support Services (CLHelp)" section.

SYSTEMS REQUIREMENTS

Software integration with SIS (CID and Workday)

A basic foundation of our approach to integration for all CourseLeaf modules is that your Student Information System should always be maintained as the source of truth, ensuring that your data is always up-to-date, in sync, accurate, secure and reliable. For this reason, we have developed processes for the secure transmission of data between your SIS and CAT.

CourseLeaf does not push the burden of SIS integration onto the institution, as is the case with some comparable solutions. The advantage offered by CourseLeaf is a more accurate translation of academic data from the SIS into the software; by hard wiring key data points, CourseLeaf ensures that the institution will no longer question data accuracy or worry if the software and SIS data fall out of alignment.

CourseLeaf includes web services to allow information interchange with a variety of external systems in use at Broward. CourseLeaf can utilize APIs from 3rd party applications to import data into the system. Primary integration services are provided by XML over HTTPS using a RESTful interface. All system data and objects are available via the integration platform. The data export formats are extremely flexible, and include raw data export and a well-documented "groomed" data export.

Authentication via Active Directory

CourseLeaf integrates with existing campus single sign-on systems using protocol-based attributes to provide authentication. We can easily integrate with your ActiveDirectory services database through LDAP.

Authenticate existing username and password credentials (SSO)

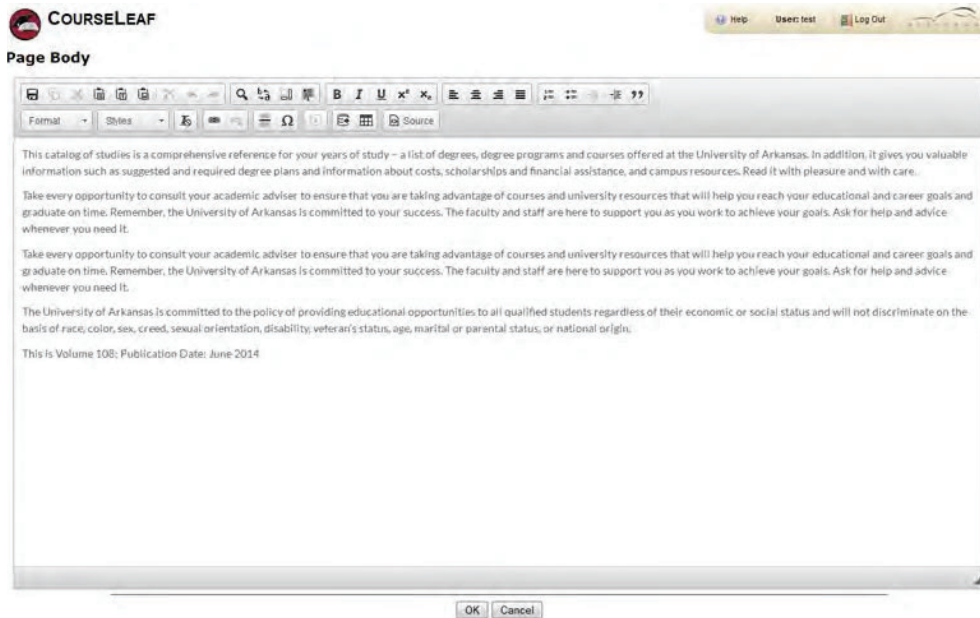
CourseLeaf provides seamless user access as Broward College users transition between multiple systems and/or applications. The software fully integrates with your existing SSO system so users will authenticate with their current campus credentials, freeing them from having to use yet another username and password.

Track Usage Statistics

CourseLeaf uses internal, built-in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand. Analytics have been used by our clients to review statistics and update their catalog accordingly. Schools use core tools within CourseLeaf - such as the built-in analytics - to strategize ways to create a user-friendly catalog that helps drive admissions and enrollment, and generate critical community support. Review published CourseLeaf catalog to see how new students or admissions advisors, program-specific advisors, or even career-centered advisors could use the accessible catalog with individuals across interest and computer literacy levels. The catalog is your contract with the student, a source of truth reaching a wide and diverse audience. You can use analytics in CourseLeaf to learn more about your site in powerful ways.

Easy end-user interface

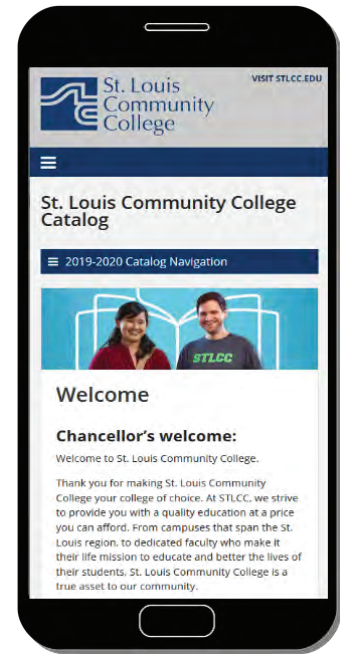
CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise. CourseLeaf routinely receives high marks for the WYSIWYG editor built into the software.



Mobile first layout, but also compatible with multiple types of devices and browsers

CourseLeaf delivers a catalog that is smart enough to adapt itself to the device by design and provides an easy intuitive experience that is critical with a diverse student population. Due to the nature and complexity of your catalog content, CourseLeaf CAT uses HTML5 responsive design technology to account for devices of varying sizes, including desktop, laptop, tablet, and smartphone. Rather than using separate web and mobile sites, the CourseLeaf approach of integrating your content ensures consistent display, faster load times, and the hassle-free experience of accessing data from one location.

CourseLeaf is browser agnostic and supports industry-standard browsers. CourseLeaf can be accessed on Mozilla Firefox 10 or above, Google Chrome version 20 or above, Apple Safari 5 or above, and Microsoft Edge 20 or above. CourseLeaf does not support Internet Explorer. Leepfrog performs rigorous testing across browsers to ensure maximum compatibility and functionality. Please note these are our currently supported browser versions to date and are subject to change as older versions reach end-of-life support by their providers.



Real-time interaction between the hosted software and SIS

CourseLeaf offers full bi-directional, real-time integration with your SIS, automating data transfer between the two systems, and eliminating the errors and need for additional resources associated with manual data entry. More importantly, CourseLeaf maintains your SIS as the source of truth at all times, ensuring that your data is always up-to-date, in sync, accurate, secure, and reliable.

CourseLeaf includes powerful data access APIs to enable the software to integrate with various external sources that may use academic information.

Provide both initial and ongoing training allowing interface with dedicated client services representative consistently via both email and telephone

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services.

Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the full implementation, ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to

the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Support is available 24x7, via email, phone, and web ticket. Please review the CourseLeaf Training and CourseLeaf Ongoing Support Services (CLHelp) sections for more details.

HOSTING REQUIREMENTS

Provide a secure hosting solution

CourseLeaf is cloud-based with robust data security and backup capabilities in place to secure Broward College data. The CourseLeaf solution can be hosted either on AWS or at the Leepfrog facility in Iowa City, IA. Leepfrog maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. All core routers include stateful firewalls custom configured by Leepfrog staff, and all web servers include host-based firewalls, also custom configured by Leepfrog staff. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Support analytic tools and usage information

CourseLeaf uses internal, built in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand.

Support Emerging platform standards

One of the greatest benefits of CourseLeaf is our ability to adapt technically as institutions change over time. As a custom software development company, staying current with new and emerging technologies is part of our DNA. We believe in constant innovation, fostering industry-leading solutions that are designed specifically for higher education.

Provide a documented backup, restore and archive policies and procedures in support of a 24/7 operation

CourseLeaf backs up data on a nightly basis. At least once per week, this array is rotated; at least one rotation is located at an off-site location. Twice per year, the entire solution is permanently archived. In addition to the backups, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups. The "Recovery Point Objective" (RPO) is 24 hours, which provides an objective to include in the recovery all client data that had been entered into CourseLeaf more than 24 hours before the event. The "Recovery Time Objective" (RTO) is 24 hours, which provides the objective to have the disaster recovery sites deployed within 24 hours of an event. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

Provide documented disaster recovery procedures

Leepfrog maintains a detailed disaster recovery plan and the process is tested twice per year in order to ensure correct configuration and operation in the event of facility loss. Our data center has fully redundant HVAC for our server facilities, fire safety and detection systems, and is secured by an on-line Enterprise class UPS dedicated to the data center, which is tested regularly. The facility features redundant routers with full hot standby fail-over and redundant multi-homed internet connections. The data center also features a standby backup generator with automatic fail-over that can power the entire facility in the event of a power failure. This generator is tested regularly and has inspection and maintenance twice yearly. Because no amount of planning and redundancy can make any facility totally secure from catastrophic events, Leepfrog also utilizes off-site disaster recovery in Amazon Web Services.

Provide system security provisions

Leepfrog reviews a number of sources for security vulnerabilities including various public mailing lists, vendor mailing lists, websites, etc. Upon notification of a vulnerability we develop a plan particular to the vulnerability which may include timely deployment of vendor patches, workarounds, service blocking or other remedies. If we detect a security event or incident, or if one is brought to our attention, our first step is to analyze both the cause and impacts of said incident. If the incident is ongoing, we immediately take steps to stop the incident to minimize further damage. We remedy the cause of the incident by analyzing the vulnerability that caused it and installing specific remedies to this vulnerability. In our impact assessment we then attempt to quantify any data loss, data theft, vandalism, denied service, etc. At this point any affected clients are made aware of the impacts of the incident to their business, as well as any steps Leepfrog has made to prevent this and other incidents in the future.

Provide data security provisions

CourseLeaf CAT never uses or stores personal or FERPA protected data, PII, HIPPA, Social Security, or financial data, and, therefore, poses no regulatory or compliance impact to Broward College. Nonetheless, Leepfrog takes your data security seriously and maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Provide an upgrade schedule and a published upgrade plan

Leepfrog provides upgrades, updates, and modifications to the software as they are released, including new features and general maintenance. Leepfrog makes new versions of the software periodically available as the core software is upgraded. These new versions and enhancements are included at no additional charge. School-specific customizations are managed by Leepfrog. This means that the institution would never incur additional fees to upgrade their customizations to new versions of CourseLeaf. This is unusual in the software industry and provides a tremendous value when managing budgets. The institution may select upgrades on its own timetable, at which point Leepfrog support will implement them. There are no upgrades or updates that require the production versions of CourseLeaf to be taken offline for longer than normal operating

system upgrades. Leepfrog typically upgrades clients during a maintenance window between editing cycles; this is done at a time chosen by the client. These maintenance windows are typically very brief; most are scheduled and completed within a four-hour outage window. The maintenance will be performed during a window agreed to by the College, with no less than 48 hours' notice.

Provide a documented Service Level Agreement

Please review Leepfrog's Service and Software Agreement (SSA) at the end of this proposal.

Provide storage limitations on data, bandwidth, usage, etc.

Hosting with CourseLeaf includes unlimited data usage and disk space. Sufficient capacity is afforded to each of our clients and Leepfrog increases storage capacity as necessary. Leepfrog emphasizes excess capacity and availability as common practice within our data center to ensure responsiveness.

Provide documented system monitoring procedures for system failure, environment alerts, etc.

CourseLeaf production systems are monitored by an internal monitoring system, and two third party monitoring systems to detect illegitimate traffic. We also use several software solutions to detect illegitimate connection attempts and refuse connections on an IP-basis. We perform quarterly security scans of all CourseLeaf servers, including web application vulnerability detection. Scans are performed on local machines daily. We utilize additional third-party anti-malware, anti-virus, and anti-exploit software and email scanning for malware and botnets to further safeguard the solution.

Our production and development environments reside on a shared set of public VLAN's, as custom software development is done in conjunction with our customers. Our internal corporate network, including workstations, exists on a NATed and firewalled private IP address blocks as separate VLANs. All core routers include stateful firewalls custom configured by Leepfrog staff. All web servers also include host-based firewalls, also custom configured by Leepfrog staff.

CourseLeaf's primary log file includes date/time, entry type, user name, data target, data action, remote IP address, and ID of the full request. The full request includes data elements, name of the server within the cluster processing the request, full parameters sent to the data action, and many other useful elements.

Provide procedures for alerting customer if/when unanticipated issues arise

Our protocol includes notifying our client via phone and email within a 24-hour window, but this would likely be much sooner. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

PROFESSIONAL SERVICES OFFERINGS

Project Management support for planning, implementation and go-live phases.

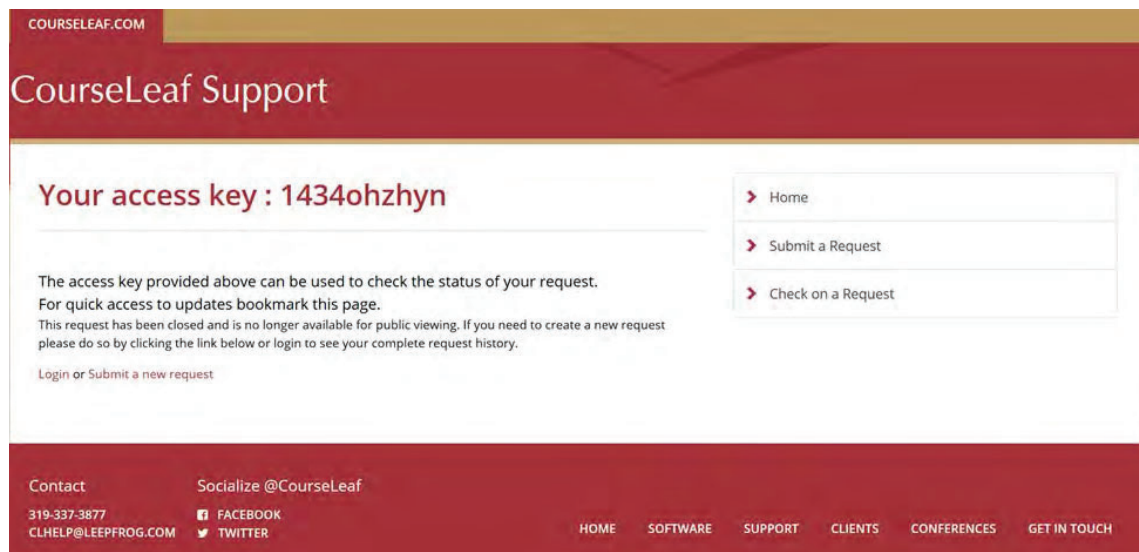
Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the planning, implementation (executing), and go-live phases (closing), ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project

manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Initial training program and training materials.

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. Training materials will be provided, and clients will have access to CourseLeaf's Help site.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.



Please review the CourseLeaf Ongoing Support Services (CLHelp) section for more details.

Post Go-Live Technical Support.

Each of our partner institutions is assigned a highly skilled CLHelp technical support team representative who provides full technical support on a daily basis, as well as the deployment of any updates, upgrades, or patches as they are released. They are available for phone, email, and web ticket responses 24 hours a day, seven days a week. Your support rep should be your first point for service requests and is familiar with all technical aspects of your unique software customizations. With just over 100 full-time employees, Leepfrog is



able to maintain a tightly integrated, “in-the-know” team that works collaboratively to ensure your solutions meet your expectations through the life of your products. Our development, implementation, and support processes are a streamlined effort of many different disciplines across the organization who communicate as a team to provide the highest level of support in the industry. Requests for support are divided into six different support categories:

- “Public” defect: the software behavior is incorrect, has no workaround, and is impacting the public use of the site. Defects in this category are prioritized above all others, including deploying staff after hours.
- “Next” defect: the software behavior is incorrect, has no workaround and is impacting the institution’s use of the catalog (faculty and staff).
- Client requirement: the software is functioning as specified, but a client-specific change is necessary in order for the software to be usable at the institution.
- Repair: the software behavior is incorrect, but a workaround exists that can be used indefinitely.
- Roadmap enhancement: the requested change is broadly useful to clients and is on the CourseLeaf roadmap.
- Client-specific enhancement: the requested change is not critical and is specific to the requesting client.

The ranking of the “client requirement” tasks is one of the things that makes Leepfrog so unique – we have a “whatever it takes” partnership with our clients that allows us to respond to specific situations at a client in order to create a much more functional product. Detailed support information can be found in the Ongoing Support Services (CLHelp) section in the Technical Proposal.

Consulting services for implementation of future enhancements

We frequently receive requests from clients for enhanced and expanded functionality and add these to our roadmap for prioritizing and planning new releases. A majority of our project enhancements are introduced during implementation projects. CourseLeaf allocates time in each project to address success criteria that may not be met by the baseline product. The allocated time is used to include the enhancements in the implementation. When these enhancements are determined to be applicable to the broader client base they are rolled into the baseline product.

The Leepfrog User Conference is another source of product enhancement. Several sessions are dedicated to ideas for new features and products and are provided as a forum for client feedback. Representatives from diverse institutions meet and discuss product design and what will meet their specific needs. These sessions are often the incubator for new offerings from CourseLeaf.

Leepfrog provides customer outreach and advocacy to assist the College in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon request.

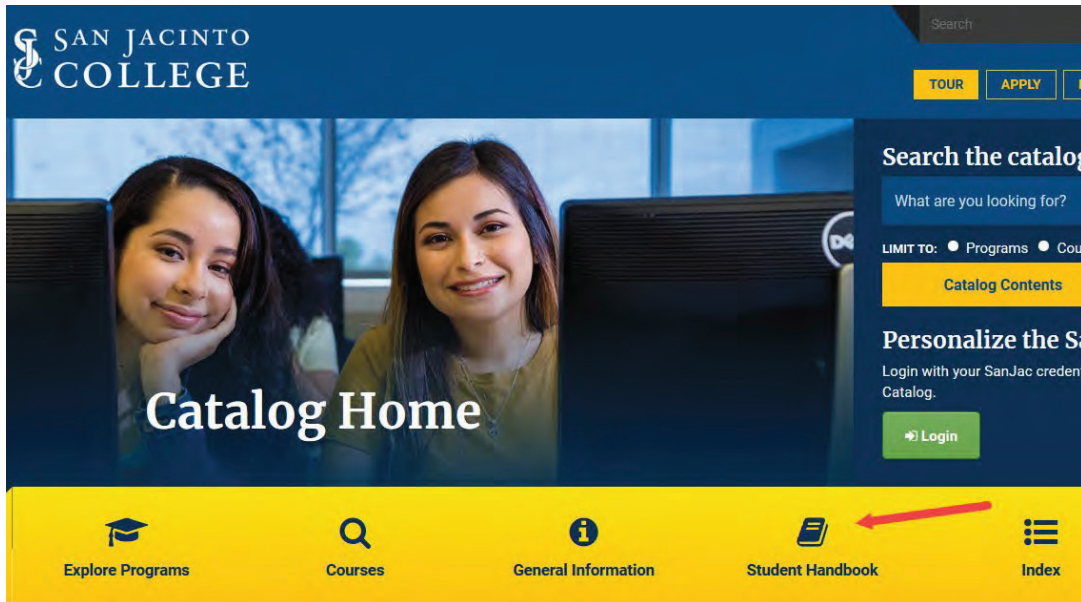
ENHANCED CAPABILITIES DESIRED BUT NOT REQUIRED

If applicable, please detail these below capabilities on the “Value-Added Services” section on the Cost Proposal Form – Attachment H.

Student handbook

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf CAT supports multiple content with ease and regularly publishes undergraduate, graduate, continuing education, student handbooks, policy and procedure manuals, among others. Your Academic and Student Policy and Procedure Manual will have its own separate approval workflow.



Syllabi management tool (historical repository, syllabi templates)

Leapfrog's newest module called CourseLeaf SYL a next-generation syllabi management tool focused exclusively on building accurate, compliant syllabi. SYL leverages multiple data sources to pull in learning outcomes and caters to each step in the syllabi development process by providing powerful templating tools to campus administrators, simple editing tools to faculty, and mobile-friendly and accessible output for students. Leveraging CourseLeaf's well-established interaction with the SIS as the primary system of record, SYL ensures that the accuracy of course information presented in the syllabi is maintained in the midst of constantly changing curriculum and compliance demands.

This feature has been detailed on the "Value-Added Services" section on the Cost Proposal Form.

Catalog & program map information can link to department website and post simultaneous/dynamic updates

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf's sophisticated architecture includes links for better search engine optimization and clearly defined dynamic URLs. We have found that schools using other solutions have to update any links that point to catalog pages (whether internally/in the catalog or externally/department website) because of the URL structure. For example, an institution might have 1,000 pages that must be updated when a new catalog is published, requiring many hours to manually make the updates to prepare for the next publication. In CourseLeaf, each link is configured in a given catalog publication and pointed to the current edition. For

example, the following page is published in the 2020-2021 catalog:

<http://bulletin.temple.edu/undergraduate/academic-programs/>.

When the 2021-2022 catalog is launched, Leepfrog will transition the content at that link over to the archive, and then transition the content from the production site to the same URL link. CourseLeaf eliminates this manual, tedious, and cumbersome process which consumes valuable time and effort from your staff.

Tab (13) 4.4.2 Proposed Methodology

Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.

Each institution's environment and strategic priorities are unique; CourseLeaf client requirements defined during implementation impact scope and agreed upon delivery goals. CourseLeaf implementations follow a Client Responsive project schedule. This means that Leepfrog performs the next piece of development and implementation work once we receive the baton from the client, such as following delivery of your unique Business Requirements or input and testing feedback. For example, some institutions cannot meet a designated three-week turn around schedule and may elect a six-week schedule prior to submitting their specifications. In response, Leepfrog will hold the next step in the project timeline until the institution is able to gather and provide the required specifications.

All software technology implementations are a give and take process; gathering specifications, developing the solution and gathering testing and acceptance feedback. The CourseLeaf Client Responsive schedule awards each institution the opportunity to control this give-and-take schedule based on their needs. Deferred and late delivery of client required inputs will automatically create a Client-Responsive flex in schedule. It is critical that each client attend with active and consistent participation throughout the Implementation.

Project Responsibilities

At the start of the project, Leepfrog will request client documentation such as a SIS data extract, copy of your workflow, and then outlines your business requirements. Our consultants will provide a consultation session to work with your functional leads to analyze the current configurations, setup, and data design in the SIS, which will confirm the full scope of data required to send in the extract files. Leepfrog will inspect the data, confirm it matches the requirements, and load it into the CourseLeaf data structures. Our responsibilities during the project include:

- Manage the project timeline from an external perspective.
- Jointly discuss the technical intake using the CourseLeaf Intake document.
- Integrate CourseLeaf with institution systems from a technical perspective.
- Create an initial set of forms and processes for your review, and jointly evaluate and discuss those in a consulting session.
- Customize the software to meet your needs, based on our joint evaluation. This can range from almost no customization to a significant amount based on scope, timing, and interest.

- Provide training to administrators and end-users on how to use the software.
- Customize CourseLeaf to the publication format provided for web and PDF output.
- Release the final implementation of CourseLeaf for your internal users.

The implementation plan will require resources from College IT support team and other subject matter experts. These resources generally include a small functional team of 2-5 members with working knowledge of the institution's curriculum processes, procedures, and workflows. Members of the functional team generally contribute 4 hours per week and are available for a one-hour weekly call during the entire implementation. The technical team usually includes 1-2 IT members with experience in running data extracts and providing support for installation and testing of the data feeds. This requires approximately 4 hours of installation time for each testing and production environment of the SIS. Members of the technical team should be available for 2-3, one-hour calls to discuss progress and testing plans. College responsibilities will include:

- Designate and task an internal project manager or team leader to interface with Leepfrog personnel and coordinate the College's execution of its responsibilities in launching the solution, and provide adequate internal resources to assure timely deployment. This includes knowledge experts in the curriculum processes and SIS data modelling.
- Provide an extract of its courses along with information to link the departments to the courses.
- Manage the project timeline from an internal perspective.
- Jointly discuss the technical intake with Leepfrog using the CourseLeaf Intake document (Registrar and IT personnel).
- Provide guidance on authentication and protocols, providing an export of course data from the SIS in a tab delimited or similar format, and discussing URLs to use for publication (IT personnel).
- Jointly evaluate the test and production environments with Leepfrog.
- Ensure key administrators and end-users attend training.

Quality Assurance

Leepfrog employs an internal QA testing department dedicated to testing your software solutions as they progress through the development phases and during the final QA testing period before go-live. We follow strict quality control measures that include test documentation and a version release protocol. Leepfrog performs quality assurance testing throughout the implementation process and uses its own regression testing environment, which also provides throughput benchmarks.

CourseLeaf's software development methodology follows a 4-stage process consisting of Development (Dev), Quality Assurance (QA), Testing, and Production. This process accomplishes three goals: setting concurrency controls, tracking changes, and ensuring stability with the client's custom applications.

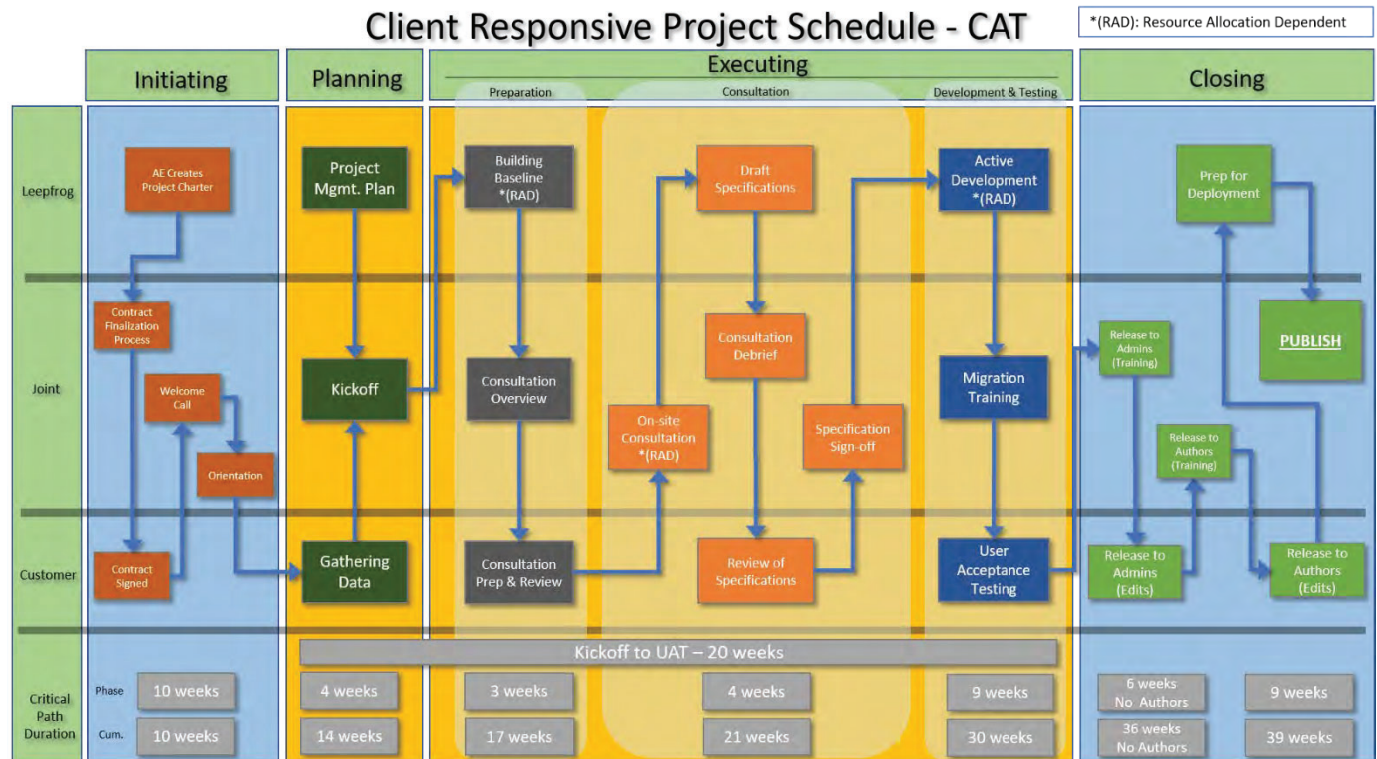
As the CAT and CIM solutions are custom tailored to the unique business requirements of each institution, we provide our clients with customized test plans that include detailed steps for testing functionality of the software as it is designed to work per your specifications. Institutions have access to a CourseLeaf test site and most of the client functionality testing is done once development is complete and the system is moved to

the “Next” environment. The bulk of the testing involves your custom curriculum forms but the following areas are also rigorously reviewed and tested internally by Leepfrog personnel and then by the client.

- **Search Engine Testing** – Testing candidate queries against datasets of indexed pages to verify expected results for each query.
- **Form Sync Testing** – A collaborative working session between the client’s Steering Committee and IT resources, and Leepfrog’s Implementation and SIS Integration teamsto ensure that data from CIM matches the course data in the SIS.
- **Cross Browser Testing** – Testing your website or application in multiple browsers to ensure it works consistently and as in intended without any dependencies, or compromise in quality. This is applicable to both web and mobile applications.
- **Workflow Testing** – Testing the various course and program proposal scenarios to ensure workflow routing is accurate.
- **Allcodes, Cross-Listing & Ecosystem Testing** – Testing to ensure the mapping relationships between courses, programs, prerequisites, corequisites, and cross-listed courses are correct and functional

Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar

Please review the CourseLeaf Implementation section for implementation details.



CourseLeaf Catalog (CAT)

PHASE	ELAPSED WEEKS	WORK HOURS FOR COLLEGE RESOURCES				
		Project Manager	System Admin	Subject Matter Experts	Technical/System Analyst	End User
Planning/Analysis	1 week	8	4	4	0	0
Requirements Gathering	2-4 weeks	4	4	2	4	0
Design/Build	1-5 weeks	25	40	15	6	0
Testing	6-8 weeks	2	8	8	2	0
Training	2 days	16	16	2	2	2

Other / Value Added / Enhancement Services. Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed methodology. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

CourseLeaf Suite

The CourseLeaf Suite today consists of five modules: CourseLeaf Catalog (CAT), Curriculum (CIM), Section Scheduler (CLSS), Planning, Advising, and Registration (PATH), and Syllabi. All modules integrate with one another, third party software, and other data sources for increased efficiency. The CourseLeaf Suite continues to evolve each year to meet the ever-changing needs of our clients and industry.

CourseLeaf Catalog (CAT): Reinvents how institutions build, publish, and manage their academic catalogs with an intuitive toolset that transforms flat, basic text fields into a dynamic, responsive, and student-engaging environment for today's tech-savvy students. CAT includes dynamic workflow, the ability to track and archive edits, and create a central, efficient editing process. Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 and Section 508 accessible, accurate, and user-friendly catalog. Edit, manage workflows and publish to the web, mobile, and print-ready formats in less time and significantly less effort.

CourseLeaf Curriculum (CIM): Adapts to your institution's unique requirements, maximizes efficiencies and does the heavy lifting for you to promote collaborative planning and approval during the curriculum development cycle. Dynamic next-generation smart forms include institution-specific business logic, data mapping, and automatically drive workflow. Proposal forms use business logic to pre-populate with course and program data from the SIS. CIM displays a CourseLeaf Ecosystem to identify the impact of changes before submitting for approval.

CourseLeaf Section Scheduler (CLSS): Optimizes course section scheduling by centralizing the coordination of course meeting times and setting scheduling rules in accordance with your policies and guidelines. A robust toolset empowers you to visualize schedule distribution across the entire campus, and streamlines how you edit, control, approve, and update the classes offered in a given term, including when they are offered and who is teaching them. Built-in reporting and validation features ensure an error-free schedule every time.

CourseLeaf Planning, Advising, and Registration (PATH): A highly-configurable student advising, planning, and registration module that is both mobile-friendly and universally accessible. Quickly find the right courses, add sections to your CART, and visualize your weekly schedule while PATH automatically conducts pre-flight with fresh data from the SIS. PATH delivers users a personalized experience based on their academic history,

empowering them to confidently register within PATH without needing to navigate complicated registration windows.

CourseLeaf Syllabi (SYL): Our latest module provides a user-friendly interface that allows faculty to quickly and easily build campus-compliant syllabi, maintain a central repository, and publish the information to students and the LMS. CourseLeaf Syllabi leverages multiple data sources that allow administrators and department heads/staff to determine syllabi templates based on class level attributes. Faculty can modify and update their syllabi and publish them to a student-facing website or to a PDF document.

Tab (14) 4.5.1 Cost Proposal Form (Attachment H)

Attachment H – Cost Proposal Form – has been included as a separate excel document.

Tab (15) 4.6.1 Financial Capacity

Leapfrog Technologies' DUNS: 839172814

Tab (16) 4.7.1 Supplier Diversity Small Business (SDSB) Program

Leapfrog Technologies is not certified under the SDSB Program.

Attachment B2 has been included under Tab (3) 4.1.7.

CourseLeaf Implementation & Project Management

COURSELEAF CATALOG (CAT) IMPLEMENTATION PROCESS

ORIENTATION

In the Welcome and CAT Orientation meetings you will meet your Leepfrog implementation team who will guide you through the milestones of your implementation. The Welcome meeting is a high-level discussion designed to introduce teams, confirm the project scope, and identify next steps. The CAT Orientation meeting details the implementation process and outlines the Business Requirements needed to begin the project.

Meeting participants

- Project stakeholders (optional for CAT Orientation)
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Faculty management contact (optional)

Typical agenda items

- Introduction of teams
- Confirmation of scope of project
- Overview of process and milestones
- Review of required documentation known as “Business Requirements”
 - Required to kickoff the project (Business Requirements 1)
 - Required for Migration Training (Business Requirements 2)

GATHERING DATA

Following the CAT Orientation, the baton passes to Client to gather the required documentation to complete Business Requirements 1. Because the CAT module is dependent on the Client’s SIS data, the submitted Business Requirements will determine how the CAT solution will look, feel, and function.

Potential effects on implementation timeline

- Delays in completion of required materials will impact the timeline.
- IT resource availability may impact the timeline.

Client responsibilities

- Your Core Team will gather, complete, and send required documentation.

KICKOFF

When Leepfrog has received and verified all required documentation, we will send a Kickoff email noting that Business Requirements are completed and the project will officially begin. At this time, the Client Services Manager will work with you to start scheduling the On-site Consultation.

BUILDING BASELINE

Following the Kickoff email, the baton passes to Leepfrog to build the baseline catalog pages that will be reviewed at the On-site Consultation. Leepfrog audits the collected information and data to verify that everything will integrate correctly into CourseLeaf.

Potential effects on implementation timeline

- Scheduling conflicts may impact the timeline.

Leepfrog responsibilities

- Leepfrog will audit your SIS data extracts and catalog content, begin working with you on the web template design, and build your catalog in CourseLeaf with several fully formatted pages, using standard functionality.

CONSULTATION OVERVIEW

Approximately a week before the On-site Consultation, your Leepfrog implementation team will meet with your Core Team for a webinar to discuss the Consultation agenda, confirm logistics, preview a catalog page, and answer questions.

Meeting participants

- Core Team responsible for catalog implementation
- SIS technical contact
- Faculty management contact (optional)

Typical agenda items

- Introduction to the Consultation
- Review status of Business Requirements 2
- Course display overview
- Faculty management and display overview

CONSULTATION PREP & REVIEW

Following the Consultation Overview, the baton shifts to the Client to prepare for the On-site Consultation. We suggest reviewing the Course and Faculty Guides, PDF documents, and acquiring a sample of faculty data.

Potential effects on implementation timeline

- The timeline may be impacted if the Client does not prepare to make decisions at the Consultation.
- The timeline may be impacted if no faculty data can be acquired for the Consultation.

Leepfrog responsibilities

- Client will prepare decision makers in order to determine specifications during the Consultation.

ON-SITE CONSULTATION

The On-site Consultation is an all-day meeting in which a Leepfrog Implementation Consultant will meet with your Core Team and other campus representatives to discuss specific catalog pages in the CourseLeaf solution. The Implementation Consultant will work with you to decide the catalog specifications that will be used to implement your CourseLeaf catalog.

Meeting participants

- Project stakeholders
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Marketing / Web Design contact
- Faculty management contact (optional)
- Faculty members (optional)

Typical agenda items

- Catalog organization and content layout
- Course data and display
- Faculty data and display
- Template considerations

DRAFT SPECIFICATIONS

Following the On-site Consultation, the baton passes to Leepfrog to document the specifications for your catalog determined in the Consultation. The Functional Specifications Document detailing the decisions will be sent to the Client to compare with their notes to ensure that there are no inconsistencies.

Potential effects on implementation timeline

- Delayed delivery of any supplemental information may impact the timeline.

Leepfrog responsibilities

- Leepfrog will review internally to discuss the decisions made in the Consultation and prepare follow-up questions.

CONSULTATION DEBRIEF

Your Leepfrog implementation team will meet with your Core Team to review the decisions made at the On-site Consultation and discuss the specifications outlined in the Functional Specifications Document.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- Review specifications

REVIEW OF SPECIFICATIONS

Following the Consultation Debrief, the baton passes to the Client to review and approve the Functional Specifications Document. These specifications will be used as we move forward in implementation.

Potential effects on implementation timeline

- Delayed review and approval of the specifications will impact the timeline.
- Delayed delivery of any supplemental information or data identified as required by the Implementation Consultant will impact the timeline.

Client responsibilities

- Your Core Team will review and approve the Functional Specifications Document.

SPECIFICATION SIGN-OFF

After reviewing the specifications document, send an email to Leepfrog to indicate your official approval and migration of your catalog will begin. From this point forward, any changes will be evaluated as a change request and may incur an additional charge and impact the timeline.

ACTIVE DEVELOPMENT

When Leepfrog has received sign-off of the specifications, the baton passes to Leepfrog to begin active development and migration of the catalog. During this phase, Leepfrog formats and reviews all catalog pages according to your specifications and standards. Leepfrog also implements the configurations and customizations determined at the On-site Consultation. For this reason, migration represents the largest amount of time in the implementation process.

Potential effects on implementation timeline

- Consultation specifications, catalog size, content interpretation, and custom development may all impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will begin migration, during which every catalog page is formatted and reviewed to verify that your specifications have been implemented correctly.

MIGRATION TRAINING

Once migration has begun and after the completion of Business Requirements 2, your Core Team will attend a webinar to learn how to access, review, and approve catalog pages in the CourseLeaf CAT software. The CSM will schedule weekly status meetings to check in and answer questions from both teams.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- How to access, review, and approve catalog pages

USER ACCEPTANCE TESTING

After Migration Training, the baton passes to the Client to review and approve each catalog page as it is completed by Leepfrog. Your team will also review and update a Navigation Spreadsheet to indicate any page re-organization or URL renaming needed.

Potential effects on implementation timeline

- Available resources for reviewing and approving the pages as well as any changes requested after sign-off may have an impact on the length of this phase.

Client responsibilities

- Your Core Team will review and approve each catalog page to verify your specifications have been implemented correctly.

RELEASE TO ADMINS

Once migration is complete and your Core Team has approved all catalog pages, the catalog is prepared for the Release to Admins phase. Leepfrog will also generate your full PDF of your catalog. At this point the catalog is turned over to your Core Team, and your Leepfrog implementation team assists you in a support role. Your Core Team completes a detailed review of each catalog page and edits content as needed. A webinar will teach your Core Team the detailed functions and tools in the CourseLeaf solution to aid them during this phase.

Toward the end of this phase, if your implementation plan includes releasing the catalog to end users for editing, your Core Team will document the ownership and approval workflow for each catalog page. Leepfrog will then load the page owners and workflow into CourseLeaf before the pages are released to authors. Releasing to authors includes a two-day on-site training where your end users will learn how to review and edit pages for the next catalog edition.

Potential effects on implementation timeline

- Catalog size, the number of updates to be made, and available resources may impact the length of this phase.

Client responsibilities

- Your team will complete any updates, approve every page, and review organization.

PREP FOR DEPLOYMENT

After edits are completed, the baton passes to Leepfrog to prepare your catalog for publication. Your Leepfrog implementation team will create a preview site of your catalog for your final review; then Leepfrog and your administrators will work together to finalize the site for publication.

Potential effects on implementation timeline

- The number of revisions needed to be made to content or course data may impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will work with you to create a preview site for final review and publish when you determine it is ready.

PUBLISH

When you approve the preview site, Leepfrog will publish your catalog to your public site.

CourseLeaf Training

Leepfrog provides extensive training and online resources for all College staff (including administrators, IT personnel, and end-users), which is included in implementation. Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Following implementation, training is typically conducted over a two-day workshop for administrators, technical staff, and end-users of the system. CourseLeaf clients have found the training with end-users to be extremely valuable – not so much for learning the software, which is intuitive and user-friendly, but more to smooth the transition to a new process, facilitate end-user buy-in, and identify areas where CourseLeaf can be adjusted to better suit your environment.

The training will be scheduled around the College's timelines and is broken down into several groups for a more concentrated training session. Training is tailored to your needs and uses College-specific content. Training for administrators takes approximately four hours over the two days, and training for end users consists of two-hour workshops where authors bring actual work they need to accomplish and are able to complete the work in real time. The two-day training led by a Leepfrog trainer concludes the bulk of the implementation. Leepfrog's training methodology has proven most effective across a broad range of schools, personality types, and cultures.

Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. All clients are also provided access to LilyPad University, which serves as a repository of online learning resources including access to live product-specific or topic-specific webinars at no additional charge. Additional training is always available to be contracted if requested.

Clients also have access to an online CourseLeaf user community where Leepfrog staff and clients discuss topics, share advice, and ask questions. In the summer months, CourseLeaf offers numerous live Encore Presentations in webinar format to address a variety of topics related to CourseLeaf functionality. These webinars are generally an hour in length and presented by Leepfrog staff with time for questions and answers. Additional refresher training via webinar format can also be provided as contracted. Webinars usually range in time from one to two hours depending on what the client would like us to cover.

We also host an annual Leepfrog User Conference (LUC) to offer advanced training sessions and solicit feedback from our most important sources – our clients. Our latest conference was held virtually in February, 2021. LUC covers best practices, highlights new features and products, offers SIS intensive workshops, advanced training workshops, refresher trainings, and one-on-one time with Leepfrog and other peer client institutions through LilyPad Labs.



CourseLeaf Ongoing Support Services (CLHelp)

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and Development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee agrees to the following responsibilities:

- Designate point of contact for Licensee's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.

1. Hours of CLHelp Support Services

Support Hours

Standard	24x7
Holidays	Except all United States Holidays

2. How to report Issue and Establish CLHelp Ticket

Licensee may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	clhelp@courseleaf.com
Support Portal	https://helpspot.courseleaf.com , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4. Product	Identify CourseLeaf product affected / impacted.
5. Page(s), Course (s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.

4. How to check the status of an Issue

Step 1	Visit https://helpspot.courseleaf.com
Step 2	click "Check on a Request"
Step 3	enter Access Key

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee and are cross-trained to ensure all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensees are encouraged to reference this HelpSpot ticket number throughout the life of the Issue. By visiting <https://helpspot.courseleaf.com> and clicking "Check on a Request", Licensee can enter their access key and view the history of any Issue reported.



5. Classification of CLHelp Ticket

Upon report of Issue, Leepfrog will review the information reported and will classify based on the information below.

Clarification of Issue Reported			
	Classification Description	Included in Support	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	Yes. CLHelp will coordinate with Licensee's assigned Leepfrog CSM and other resources as may be required in solving the Issue.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Access to LilyPad University	Pre-taped and online webinar training supporting the use of CourseLeaf Product. CLHelp empowers Licensee and their End Users to utilize self-help tools to gain the most effective use and benefits of the CourseLeaf software.	Online webinar training is available at Leepfrog's LilyPad University for all administrators and End Users. A list of available training can be found on the Licensee Help Site.	None.
Refresher Training	Online webinars for clients who may need additional support following a software patch or Upgrade. These webinars clarify the change and provide answers to frequently asked questions.	Up to one (1) hour of customized online webinar training.	None.
Training	Licensee's request for Leepfrog to come onsite and/or to prepare specialized training. This is often used by clients who have new personnel in a critical CourseLeaf product role or have experienced high turnover in their administrative support roles.	On site or webinar training is available for all users.	This work will require a SOW and may include additional scope, schedule and cost.
Template Refresh	Available free of charge once each year on a limited basis and upon written request of Licensee, Leepfrog will refresh one (1) CAT template in look and feel to maintain consistency with Licensee branding guidelines. See Template Refresh section below for more information.	HTML, CSS and JavaScript must meet existing functionality. See Template Refresh section below for more information.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
CourseLeaf Professional Services	Leepfrog's Professional Consulting Services available to give student-user-impact to your CourseLeaf products.	CourseLeaf Professional Services (CPS) are available for all users.	This work will require a SOW and may include additional scope, schedule and cost.

6. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee, discuss and jointly develop a plan with Licensee prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

Leepfrog is not responsible for correcting any errors not attributable to Leepfrog and those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Leepfrog.
- Any alterations or additions to the software by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.
- Use of the software or service in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of the Software.
- Interconnection of the software with other software products not supplied or approved in writing by Leepfrog.

CLHelp Ticket Prioritization						
	1	2	3	4	5	6
	Public Defect Severity	Next Defect Severity	Licensee Requirement Severity	Repair Severity	Roadmap Enhancement Severity	Client-Specific Enhancement Severity
Software Behavior	Incorrect	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is required to for software to be usable at License location. Support assessment and scheduling availability is required.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee	Will be determined in joint discussion with Licensee	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee

7. Template Refresh

Template Refresh means Leepfrog’s service to update your CAT Template look and feel to remain consistent with any Licensee branding changes. This service is available free of charge once each year on a limited basis. Comprehensive changes and updates are available as part of Leepfrog’s Impact Services. CLHelp will work with you to determine which refresh options best fit Licensee needs.

8. Leepfrog User Community (community.courseleaf.com)

In support of Leepfrog’s training and LilyPad University classes, Leepfrog also offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lftraining@leepfrog.com for any training, LilyPad and User Community questions.

9. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee request.

10. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a week-long users conference. LUC is an exciting and engaging experience where our clients can:

- Meet their Leepfrog team.
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional).
- Participate in additional and unique training opportunities.
- Engage with peers who are using the various CourseLeaf solutions.
- Hear about ways to enhance your use of the CourseLeaf solutions.
- Learn about new and upcoming features and products.

11. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing Support Services, is available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee's Issue and request and will forward this information to the Leepfrog Sales Executive who will develop a SOW for Licensee review and signature.

12. Backups

Data backups of the Iowa City, IA, Leepfrog Data Centre are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

13. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring of the solution. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

14. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the problem and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance

procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

15. CourseLeaf Hosting

CourseLeaf's optimal hosting environment is at the Iowa City, IA, Leepfrog Data Centre where we host over 98% of our clients. If Licensee plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

16. Licensee On-Premise (Self Hosting)

Upon Licensee request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

17. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

18. Suspension of Services

Leepfrog may suspend use by Licensee to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog believes that Licensee's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If reasonably necessary to prevent unauthorized access to Licensee Data;
- c. If Licensee's undisputed accounts are more than 90 days past due; or
- d. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee to any Services, Leepfrog will:

- a. Promptly provide Licensee with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

19. Data Security and Integrity

Leepfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leepfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leepfrog's own confidential data. Leepfrog will provide access to Client Content only to Leepfrog employees, agents and contractors with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence. As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach of its security or data, or a breach, compromise of, intrusion or vulnerability in the Leepfrog Technology, Leepfrog will:

1. notify Licensee of such breach or potential breach as soon as reasonably possible;
2. investigate and remediate such breach or potential breach at least to the extent required by law, and
3. if the breach or potential breach resulted from a failure or weakness in Leepfrog systems or Leepfrog's procedures, provide Licensee with satisfactory assurances that the breach or potential breach will not recur;

Leepfrog will reasonably cooperate to assist Licensee in: (a) identifying individuals potentially affected by the breach and (b) providing any notifications required by applicable law.

20. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

CourseLeaf Exceptions to the Terms & Conditions

Legal Exceptions – Broward College RFP-2021-057-JH

Deviations to the document “Sample Standard Contract”

Page	Section	Comment
1	1. Invoices and Payments	See Section 8 Fees and Exhibit A Payment Terms of Leepfrog’s Software and Service Agreement (SSA)
1	acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein	Leepfrog will deliver based on the respective Module Exhibits of the SSA, including the specifications and requirements as supplied to Leepfrog and as mutually agreed during Implementation. See the respective Exhibits in the SSA.
1	2. Indemnification	See Section 13 Indemnification of the SSA for Leepfrog’s Indemnification obligations.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog’s indemnification obligations terminate with the termination of the SSA. See Section 13

		Indemnification of the SSA.
1	3. Indemnification for infringement of any intellectual property claims	See Section 13 Indemnification of the SSA for Leepfrog's Indemnification obligations.
1	("Materials")	Leepfrog will provide Indemnification for its software and services
1	Vendor warrants that the materials are owned by or licensed to the Vendor	Leepfrog does not warrant non-infringement. Leepfrog does represent that we either own or have the corresponding license right to use all materials. See Section 2 License, Section 3 Ownership and Section 13 Indemnification of the SSA.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog's indemnification obligations terminate with the termination of the SSA. See Section 13 Indemnification of the SSA.
2	4. Termination for Default	See Section 12.3 Termination for Cause of the SSA. Leepfrog will look

		for Section 12.5 Obligations /Effect of Termination in all cases.
2	The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's material breach of contract.	Added language See Section 15 Limitation of Liability of the SSA
2	5. Termination for Convenience	See Section 12.2 Termination for Convenience and Section 12.5 Obligations /Effect of Termination in all cases.
2	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.	Leepfrog will look for payment based on Section 8 and Exhibit A and Section 12.5 Obligations /Effect of Termination in all cases of the SSA.
2	6. Audit The Vendor shall agrees to maintain all records, books and documents directly pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. With advance written notice, Leepfrog will cooperation with The College shall have inspection and for an audit rights to such records for a period of 3 years from final payment under this Contract, at College expense . 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 .	Added and removed language
2	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,	Removed language

	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.	
2	<p>8. Public Entity Crimes/SDN List</p> <p>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 directly applicable laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes, subject always to Section 12.5 of the SSA. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.</p>	Added and removed language
3	<p>9. Public Records/Request for Contractors</p> <p>To the extent required by applicable law, Leepfrog agrees to provide The Vendor shall allow public access to applicable 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.</p> <p>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 will must comply with applicable public records laws, and will shall:</p> <p>(a) Keep and maintain public records required by the College to in performance of the service.</p> <p>(b) Upon written 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.</p> <p>(c) Treat any Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements as Confidential and are not disclosed except as authorized by law or by this Contract for the duration of the contract term. and following completion of the contract if the Vendor does not transfer the records to the College.</p>	Added and removed language



	<p>(d) Upon completion of the Contract, Leepfrog will keep records as required in Section 6 Audit. 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</p> <p>[...] AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL MAY CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION FOR CAUSE PURSUANT TO PARAGRAPH 4 SECTION 12.3 OF THE COURSELEAF SSA.</p>	
4	<p>10. No Waiver of Sovereign Immunity</p> <p>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.</p>	Removed language
4	<p>11. College's Tax Exemption</p> <p>The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes of its employees resulting from this Contract.</p>	Added language
4	<p>12. Assignment/Guarantor</p> <p>Neither paty 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 other. 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</p>	See Section 16.3 Assignment of the SSA

	<p>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.</p>	
4	13. Force Majeure	See Section 16.6 of the SSA
4	14. Amendments	We agree. However, we do have a SOW of process and I just want to clarify the distinction between a SOW for projects and amending the Terms of the SSA.
5	<p>15. Entire Agreement</p> <p>This Contract including the CourseLeaf Services and Software Agreement and all its Exhibits and Attachments 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.</p>	<p>See Section 16.1 and 16.7 of the SSA</p> <p>Added language</p>
5	<p>18. Vendor Not to Limit Warranty</p> <p>Leepfrog will provide Warranties in accordance with Section 11 Warranties and Disclaimer of the CourseLeaf Services and Software Agreement. The vendor shall not limit or exclude any express or implied warranties and any attempt to do 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 in accordance with industry standards.</p>	Added and removed language
5	19. Terms/Provision	See Section 16.7 Waiver of the SSA
5	<p>20. Statement of Services</p> <p>Reserved. 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</p>	Leepfrog does not agree to time is of the essence provisions based on our collaborative Client Responsive

	<p>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.</p>	<p>Project Schedule. See Section 7.2 of the SSA.</p>
<p>6</p>	<p>21. Compensation/Consideration</p> <p>The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in Exhibit A of the SSA and as otherwise provided in the SSA. 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 may terminate this agreement subject to Section 12.8 Termination Due to Non-Allocation of Funds of the CourseLeaf Services and Software Agreement. 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.</p>	<p>Added and removed language</p>
<p>6</p>	<p>22. Insurance</p> <p>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</p> <p>\$___in general liability insurance, \$___in automobile liability insurance, \$___in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all</p>	<p>See Section 14 Insurance of the SSA</p>

	<p>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.</p>	
6	<p>23. Ownership</p> <p>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.</p>	<p>Leapfrog does not perform works for hire. See Section 2 License and Section 3 Ownership of the SSA.</p>
6	<p>24. Compliance/Licenses</p> <p>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</p>	<p>Removed language</p>
7	<p>25. Independent Contractor</p> <p>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</p>	<p>See Section 16.5 Independent Contractor of the SSA</p>



	proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.	
7	26. Disputes	See Section 16.13 Disputes of the SSA.
7	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.	Removed language
7	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 as quickly as possible 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.	Leepfrog has very few subcontractors/independent contractors but these agreements are already in place Added and removed language
7-8	29. Background Checks <u><i>This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.</i></u> Reserved as to Leepfrog. 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	Added and removed language

	<p>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.</p> <p><u>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."</u></p>	
8	<p>30. Marketing</p> <p>Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards. With written consent, However, Vendor is prohibited from may obtaining and use 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. <u>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.</u></p>	Added and removed language
8	<p>31. Employment Benefits</p>	See Section 16.5 Independent Contractors of the SSA
8	<p>32. Stop to Work Order</p> <p>With written notice, The College may require 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 to the public, or the possibility of damage to College equipment or College 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</p>	Added and removed language

	<p>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, with the understanding that Vendor will have the opportunity to modify project schedule, scope and cost based on the circumstances presented and the work stoppage dates. In response to College's work stoppage order, Leepfrog will The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and will work with College to remedy such circumstances. Until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the Leepfrog will provide College with a SOW modifying project scope, schedule and cost, as applicable and such mutually executed SOW will College may amend this Contract to reflect agreed any changes. to the Statement of Work and/or the project schedule.</p>	
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CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and _____ ("Licensee" or "Client"), located at _____.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee in accordance with the terms and conditions of this SSA.
- C. Licensee and Leepfrog wish to enter into a cooperative agreement to enable Licensee to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Application(s)"** means an academic catalog management system and modules to generate, manage and deliver information products to internal and external consumers and End Users.
- 1.2 **"Business Requirements"** The gathering and review of Licensee's data which includes and may not be limited to the following: Course and Program Specifications, Workflow Specifications and Student Information System (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data words, images, graphics, fonts, property and other content Licensee requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include but are not limited to the modules of CAT, CIM, CLSS, Syllabi and PATH, including its respective piece parts and related offerings.
- 1.5 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee which are required to satisfy the Technical Requirements as identified during Implementation or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee, and upon or within which the Implementation is dependent and the Software is intended for use.
- 1.6 **"Developer Partner Program"** means Leepfrog's program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.7 **"Documentation"** means this SSA and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.8 **"Effective Date"** means the date of the last signature to this SSA.
- 1.9 **"Emergency Support"** means Leepfrog technical support services available after Hours of Operation.

- 1.10 **“End Users”** means those persons who are faculty, agents and/or staff of the Licensee who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee’s information systems department or independent contractors engaged by the Licensee who are tasked with support and maintenance of the Licensee’s information technology systems.
- 1.11 **“Enhancement Request”** means a request by Licensee to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.12 **“Fix”** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.13 **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.14 **“Leepfrog Technology”** means the CourseLeaf Products, computer Software and supporting Documentation supplied by Leepfrog to Licensee under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment product, and the intellectual property rights contained therein. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.
- 1.15 **“Hours of Operation”** means Leepfrog’s standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog.
- 1.16 **“Fees”** are the monies due and owing to Leepfrog from Licensee for the CourseLeaf Products and Services. Licensee payment is due thirty (30) days from Invoice Date.
- 1.17 **“Ongoing/Subscription Support Services”** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee during the Term .
- 1.18 **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.19 **“Services”** means the installation, implementation, configuration, migration, training, support, ongoing support services, subscription services, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.20 **“Software”** shall mean the Applications for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.21 **“Statement of Work” or “SOW”** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this SSA. SOWs shall be executed by both parties and bound by the terms and conditions of this SSA, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.22 **“Subscription Services”** means a purchase by prepayment for receiving Services.
- 1.23 **“Technical Requirements”** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this SSA and its Exhibits.
- 1.24 **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.25 **“Test Environment”** means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee’s academic departments, and the related documentation.

- 1.26 **“Test Environment Period”** means the period commencing upon the date any work whatsoever is performed on Licensee’s catalog and continuing until the date modifications recommended by the Leepfrog’s test environment group are incorporated.
- 1.27 **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.28 **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.29 **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee’s software, firmware, hardware, wireless communications device, computer system or network.
- 1.30 **“Work Order”** means a document describing the technical services Leepfrog will provide and may be part of a Statement of Work. All Work Orders will serve as an Exhibit to this SSA and be bound by the terms and conditions of this SSA unless otherwise expressly provided and agreed in the Statement of Work.

2. License.

- 2.1 Subject to payment of the Fees described in this SSA, Leepfrog hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, non-transferable and nonassignable license to the Documentation, Leepfrog Technology and the Software all solely for Licensee’s business purposes by the End Users, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. Licensee hereby covenants that it will not modify the source code of the Leepfrog Technology in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.3 Licensee shall have the right to copy or reproduce the Documentation, in whole or in part, as necessary so that End Users can access and otherwise use the Software as described herein on designated systems, including such duplication as described in Section 3.2, below, but in no event shall the Software be used for more than one (1) top level domain name or server name. There is no limitation to the number of subdomains or End Users. Further, Licensee may make one or more copies of the Software solely for archival or disaster recovery purposes. If self-hosted by Licensee, except for the foregoing, Licensee shall not copy the delivered code of the Software.
- 2.4 Leepfrog hereby grants Licensee a nonexclusive, royalty-free, worldwide, license to display the Leepfrog Branding solely as required in order to comply with any attribution obligations under this Agreement.
- 2.5 Licensee hereby grants to Leepfrog, a nonexclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or Client information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.
- 2.6 Licensee agrees to provide Leepfrog access to their Client Content, and other technology Leepfrog may require to develop, implement and maintain Software.

3. Ownership.

- 3.1 Between Licensee and Leepfrog, Licensee acknowledges that Leepfrog owns all right, title, and interest in and to the Software, Documentation, CourseLeaf Products and Leepfrog Technology (except for any software licensed by third parties to Leepfrog), and that Licensee shall not acquire any right, title, or interest in or to the Software, Documentation, CourseLeaf Products and Leepfrog Technology, except as expressly set forth in this SSA. Licensee further acknowledges and agrees that the Software, Documentation, CourseLeaf Products and Leepfrog

Technology, including the structure, sequence and organization, all derivative works and all copies, in any form provided by Leepfrog or made by Licensee are the sole property of Leepfrog and/or its suppliers. Licensee shall not have any right, title, or interest in or to any such Software, Documentation, CourseLeaf Products or Leepfrog Technology, or copies thereof, except as provided in this Agreement, and further shall secure and protect all Software, Documentation and Leepfrog Technology consistent with maintenance of Leepfrog's proprietary rights therein. No remarketing, redistribution, or other commercialization of the Software, Documentation or Leepfrog Technology is authorized hereunder. The Software, Documentation and Leepfrog Technology may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party. Licensee will not remove, obscure, or alter Leepfrog's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any Leepfrog software, documentation, or output.

- 3.2 Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software. Licensee shall maintain and place on any copy of the Software and/or Documentation that it reproduces, whether for internal use or for distribution to End Users, and in whatever form, all such notices as are authorized and/or required hereunder. Licensee shall use the following notice, or such other reasonable notice as Leepfrog shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program script, source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation reference manuals:

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This disclaimer of warranties and limitation of liability set forth immediately above applies to this agreement but does not apply to or otherwise limit the effect of Section 11 Warranties and Disclaimers and Section 15 Limitation of Liability of this Agreement as between the parties hereto. End Users using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses and Licensee maintains responsibility in all cases of disclosure.

- 3.3 Except as set forth in Section 2.4 and 3.6, nothing in this SSA shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee's mark by Leepfrog shall inure to the benefit of Licensee, and all use of Leepfrog marks by Licensee shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.4 Licensee and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee. Licensee may request retrieval or delivery of their Client Content and catalog information residing on Leepfrog's servers at any time.
- 3.5 Licensee agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee's attention during the use of the Leepfrog Technology will be owned by Leepfrog, and hereby assigns to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6 Licensee agrees to provide the appropriate use license for Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their images,

graphics, fonts or other property that is requested by Licensee to be placed either on the web site and/or in the print catalog of the Licensee's CourseLeaf product on Licensee's behalf.

- 3.7 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the documentation shall be in electronic form, together with a copy of the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a Leepfrog hosted environment pursuant to this agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee as outlined in the respective Exhibits. These Services may include but are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting, While Leepfrog typically performs a wide range of customization, the scope and depth of customization is at Leepfrog's sole discretion. All Ongoing/Subscription Support Services provided to Licensee by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this SSA, not to make additional charges for delays caused by Licensee in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software licensed hereunder, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing Support Services.
- 5.2 Other Modifications. Licensee acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be deployed by Licensee, as well as other parties. To the extent Licensee requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work and/or Work Order shall control.

6. Security and Protected data.

- 6.1 Licensee has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures to protect any student data/records held by Licensee and required by Leepfrog to perform the Services from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog will store and use such records consistent with its Data Security and Processing Policy. Licensee shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee as between the Licensee and Leepfrog.
- 6.2 Licensee has control over and may limit the type of Protected Data to provide to Leepfrog, but this may limit some of the available features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder,

that Licensee shall not send or transmit such health or financial information to Leepfrog and Licensee will hold harmless Leepfrog from such disclosure pursuant to the agreed Indemnification obligations (Section 13).

- 6.3 Leepfrog's Services may require certain information, whether from the Licensee's student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, academic level, classification, instructor, declared programs, course history, etc. ("Protected Data"). Some of the Protected Data may be public information such as Licensee's Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)).
- 6.4 In the event Licensee is purchasing a CourseLeaf service or module, specifically the PATH module and related services, Licensee acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee managed authentication process through an internet browser running on the student's personal computer or other device, and PATH, to search classes and plan for registration based on that student's academic history.
- i. PATH operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee's security and encryption protocols and does not transmit such data to Leepfrog or Leepfrog third parties.
 - ii. Accordingly, Leepfrog warrants (a) the PATH application, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Protected Data to unauthorized recipients or unintended recipients including Leepfrog's employees, agents or subcontractors, and (b) no Leepfrog employee, agent or subcontractor shall use PATH to disclose Protected Data to unauthorized recipients or unintended recipients.
 - iii. Further, subject to Section 6.2(iv), Leepfrog will indemnify and hold harmless Licensee from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee from any such diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a breach of the warranty in Section 6.4(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leepfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because Leepfrog has no control over security measures associated with the student's device, Licensee's network environment or Licensee's authentication process, Leepfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees, Leepfrog will provide the Services as detailed in the respective Exhibits attached hereto.
- 7.2 Client Responsive Project Schedule. Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Clients have the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee by Leepfrog or requested by Licensee, to facilitate the use of the Leepfrog Technology shall be in the form of an exhibit, Statement of Work and/ or Work Order. Licensee must be current with all Fees due under this SSA prior to Leepfrog providing any additional products or services, whether under separate exhibit, SOW or Work Order.
- 7.4 Licensee is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to an inevitable disclosure of Licensee's Confidential Information.

7.5 Licensee hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

8. Fees.

- 8.1 In consideration for the License and Services offered under License Sections 2 License and Section 7 Services, Licensee agrees to pay the Fees during the Term in accordance with the payment terms in Exhibit A.
- 8.2 All payments to Leepfrog from Licensee shall be made by ACH transfer, check, money order or cashier's check, in U.S. currency, on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.
- 8.3 Until Licensee provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee.
- 8.4 Leepfrog will separately invoice Licensee for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW or Work Order. If Licensee fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services if Licensee fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee for delay or damage caused because of such suspension of Services.
- 8.6 Where applicable, Licensee shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee.

9. Licensee Obligations.

- 9.1 Licensee agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee's database environments, data services technical requirements, decision making, workflow and more as required to facilitate development, delivery and support of the Leepfrog Technology. Should Licensee be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee's expense.
- 9.2 Licensee shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee's technical obligations. Licensee will designate at least one Licensee employee qualified to address technical support issues.
- 9.3 Licensee shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, implement and maintain Software for use by Licensee. Licensee agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property

rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

- 9.5 In the event Licensee elects to self-host the CourseLeaf product solution, Licensee shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog Technology. Licensee shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee is responsible for all ongoing maintenance of Licensee systems.
- 9.6 During the Test Environment Period, Licensee agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Notwithstanding any other provision of this Agreement, Licensee acknowledges that the Test Environment is provided to Licensee "as is" and Leepfrog makes no warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 "Confidential Information" means all information and data relating to the Parties' technology products, services or business, in whatever form such information may be disclosed, including without limitation: Client Content, licensee data, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary information and products and trade secrets of Leepfrog and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions from which Leepfrog derives independent economic value and/or trade secrets under applicable law and shall be protected. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below. Licensee may develop its own training material or documentation solely for its own internal purposes, but agrees to keep any such material in password-protected area not available to the general public and clearly label such material as Confidential and Proprietary.
- 10.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensees or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee or any Licensee agent, as contemplated herein and as provided in this SSA.
- 10.4 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; or, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; or (iii) publicly available without breach of this SSA; or, (iv) known to the receiving party prior to its receipt from the disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction, in which case the

party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.

- 10.5 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers Trade Secrets and, (ii) dispute the release of information for reasons of trade secrets.
- 10.6 Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.7 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Leepfrog and Licensee warrant that each has full power and authority to enter into this SSA.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further represents and warrants to Licensee that the Leepfrog Technology, as delivered to Licensee for production use, shall: (i) shall perform in accordance with this SSA and Documentation; (ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any catalog information without Licensee's consent.
- 11.4 Leepfrog warrants that it shall implement and maintain an information security program, including reasonable safeguards and controls designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software for a period of ninety (90) days from the date of delivery. Following the warranty period, the parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee's use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORISED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except

as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee is found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee's sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the licensee for the initial license costs of products licensed, along with all implementation services provided.

- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORISED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT CONTENT PROVIDED BY LICENSEE.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for three (3) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") each commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and each Renewal Term, if any, shall collectively be referred to as "the Term"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of any Renewal Term.
- 12.2 Termination for Convenience. Licensee may terminate in any Renewal Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided a reasonable amount of time to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 and 16.3; (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.
- 12.4 Effective Date of Termination. Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.5 Obligations/Effect of Termination. Upon the termination of this SSA for any reason:
- i. all license rights granted under this SSA shall terminate; and,
 - ii. Licensee shall immediately pay to Leepfrog all amounts due and outstanding under this Agreement, including any Fees listed on any Exhibit or Statement of Work or Work Order as of the date of such termination; and,
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party; in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee's possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee pays the standard Fee for such Services.

- 12.6 Survival. In the event of any termination or expiration of this SSA for any reason, Section 2.1-2.2 License; Section 3.1-3.3 Ownership; Section 5.3 Modifications; Section 6 Security and Protected Data; Section 7.3 Services; Section 8.1 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12.4 and 12.6 Termination; Section 15.1-15.2 Limitation of Liability; and Section 16.3 Miscellaneous shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.7 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.8 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee beyond the term of any particular appropriation of funds by Licensee state legislature, or beyond any federal funds granted to Licensee, as may exist from time to time. Licensee reserves the right to terminate the Agreement should Licensee state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee to continue payments or if federal grant funds are discontinued. In the event funds are no longer awarded and are not available to Licensee in support of this Agreement as described herein, Licensee may terminate this Agreement with thirty (30) days advance written notice provided such termination is subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee's breach of this Agreement or results from Licensee's misuse, modification or enhancement of the Software. Licensee shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2 Licensee, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority, or any claim arising from a breach by Licensee of its obligations with respect to Protected Data under Section 6 and with respect to its obligations in Section 7.4 above; (ii) or related to the services provided by Licensee through the applications or representations, claims or statements including but not limited to in the catalog; or liability arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee prompt written notice of the claim. Leepfrog agrees to provide Licensee or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee' insurance carrier covers the claim, Leepfrog may participate in the

defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement.

14. Insurance.

- 14.1 Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.

- 15.1 LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.
- 15.3 Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee's exclusive remedy for the functionality of the Leepfrog Technology and software shall be, at Leepfrog's option, either (a) return of the price paid for the Software whose license, use, or other employment gives rise to the liability or (b) repair or replacement of the Software upon return of the Software to Leepfrog; provided Leepfrog receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

16. Miscellaneous.

- 16.1 Understanding; Applicable Law. Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.
- 16.2 Notice. Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.
- 16.3 Assignment. Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

- 16.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.
- 16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 Conflicts. In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, or any subsequent Statement of Work or Work Order, unless and only to the extent expressly stated in the Exhibit, Statement or Work or Work Order, the inconsistency or conflict will be resolved by giving precedence as follows: first, the terms of this SSA, then the terms specified in the applicable Statement of Work or Work Order, and finally the terms of the Exhibits.
- 16.8 Severability. If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 Entire Contract. This SSA, Exhibits, and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee or End Users accept during download, use or installation of Software. For the duration of this SSA, this SSA supersedes the terms on or referenced by any purchase orders Licensee may provide and such additional terms contained in or referenced by a Licensee purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.

17. Group Purchase ("Piggyback") Provision.

- 17.1 In the event Licensee is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other institutions of higher education within the same state system or purchasing cooperative as Licensee (each an "Affiliate Institution") the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also make adjustments to the term period of an Affiliate Institution's license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.

- 18.1 Leepfrog warrants the Leepfrog Technology, in its default form, conforms to the W3C Web Content Accessibility Guidelines, version 2.1 ("WCAG 2.1") at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Content or specifications as submitted by Licensee to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client solution based expressly on Client Content and Licensee submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee's sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

LICENSEE NAME _____

LEEPFROG TECHNOLOGIES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Attachment H - Cost Proposal for RFP-2021-057-JH

<i>Year One Costs</i>	<i>Estimated FTE</i>
Delivery Services (consultation, configuration, development)	23,000
Term License	23,000
Transition Services (content analysis, migration, assessment, installation, training)	23,000
Impact - Program Filters	23,000
<i>Total Price</i>	
<i>Year Two and Ongoing Costs</i>	
Ongoing Support Services	23,000
Impact Ongoing Support Services	23,000
<i>Total Price</i>	

<i>Additional Value-Added Services (*)</i>	
CourseLeaf SYL Syllabi Management Module (optional)	
Annual Subscription Fee	
One-time Implementation Fee	
<i>Total Price</i>	

**** Additional Value-Added Services- Will NOT be considered for Evaluation Purposes, only as an information***



<i>Cost Per FTE</i>	<i>Extended Price</i>
	32,490.00
	55,000.00
	30,490.00
	7,000.00
	124,980.00
	25,180.00
	1,400.00
	26,580.00

	56,000
	22,500
	78,500

ial piece.

BROWARDSM COLLEGE

REQUEST FOR PROPOSALS RFP-2021-057-JH

Catalog Management Solution

PROCUREMENT SERVICES DEPARTMENT
6400 NW 6th Way, 2nd Floor, Room 275
Fort Lauderdale, Florida 33309
954-201-7455


<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

RFP-2021-057-JH Catalog Management Solution**TABLE OF CONTENTS**

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RFP-2021-057-JH Catalog Management Solution

PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST

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	8	Executive Summary
	9	Organizational Profile
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	12	Proposed Solution
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**REQUEST FOR PROPOSALS (RFP) 2021-057-JH
1.0 REQUIRED RESPONSE FORM**

<u>RFP #:</u> RFP-2021-057-JH	<u>RFP TITLE:</u> Catalog Management Solution	<u>RELEASE DATE:</u> January 28, 2021
<u>DATE DUE:</u> March 9, 2021	<u>TIME DUE – AT OR BEFORE:</u> 2:30:00 p.m. EST	The College has implemented E-Bidding and will <u>only accept electronic submittals</u> via DemandStar at www.demandstar.com

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein.

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

Website: www. _____ Newspaper: _____ Other: _____

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1). Enclosed original Required Response Form will be the only acceptable form.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

2.1 GENERAL COLLEGE INFORMATION: Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty-eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers found on the following link: <http://www.broward.edu/locations/Pages/default.aspx>. For detailed information on the College visit www.broward.edu.

Broward College is one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves approximately 65,000 students annually and employs a faculty and staff of more than 2,000. For detailed information on the College visit: www.broward.edu.

Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), Broward College has been named as one of the 10 finalists for the 2021 Aspen Prize for Community College Excellence. The Aspen Awardees the nation’s signature recognition of high achievement and performance in America’s community colleges. This is the fourth time that the College has been selected for this national recognition among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

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

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

For more information, visit: www.aspeninstitute.org

Enrollment & Demographic Data

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information can be found by accessing the following link: [_https://www.broward.edu/about/accreditation/index.html](https://www.broward.edu/about/accreditation/index.html).

2.2 PURPOSE OF RFP: The College is releasing this RFP with the intent to receive proposals from qualified firms interested in providing the College a catalog management system to streamline the updating, editing, and publishing of the academic catalog, as well as manage curriculum design, approval, analysis, optimization, mapping, and archiving. The system will integrate with the Student Information System (SIS), manage catalog workflow, and track and archive all edits. Students will be able to search, plan, and discover courses to take for their program of study through an easy and accessible mobile and online interface. The software will allow us to publish to the web, mobile, and PDF; with print-on-demand functioning. The software will also meet compliance needs for curriculum-related historical records to support accreditation and institutional reporting. Services and expectations are further defined and detailed in Attachment “D”, Scope of Services.

2.3 MINIMUM QUALIFICATIONS: In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in Section 4.0.

2.4 RFP CONTACT and SUBMITTAL OF QUESTIONS:

CONTACT: Jose Luis Hidalgo
TELEPHONE: 954-201-7566

EMAIL: jhidalg1@broward.edu

- 2.4.1 **Question Submission:** Any questions concerning any condition or requirement of this RFP must be received via email to jhidalg1@broward.edu with the subject line to read "Questions-RFP-2021-057-JH on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent from Demandstar to all planholders who downloaded the solicitation on Demandstar (<https://network.demandstar.com/>). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.
- 2.4.2 **CONTACT AFTER PROPOSALS' RELEASE - CONE OF SILENCE:** Any Proposer or a lobbyist for a Proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees (the Board), the College President, any Evaluation Committee Member or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services and Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the Proposer or a lobbyist for the Proposer violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on College.

2.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding this solicitation; all are subject to change.

1/28/2021	Release Date
2/10/2021	Written questions due in Procurement Services (<i>See Section 2.4</i>), by 4:00 p.m. ET
3/1/2021 – 3/5/2021	COLLEGE CLOSED – SPRING BREAK
3/9/2021	Proposals due at or before 2:30 p.m. ET (Electronic Proposals due via DemandStar), as specified in Section 1.0)
TBD	Phase 1 - Evaluation Committee Shortlist Meeting Location: TBD Time: TBD
TBD	Phase 2 – Presentation (s)/Interview (s), if any Location: TBD Time: TBD
TBD	Phase 3 – Negotiation Meeting (s), if any Location: TBD Time: TBD

NOTE: Any change to the above calendar dates will be posted on the Broward College Procurement Services website at <https://www.broward.edu/about/community/vendor/index.html>

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REQUEST FOR PROPOSALS (RFP) 2021-057-JH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

- 2.6 **RESERVATION OF RIGHTS**: The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:
- a. Reject any and all proposals received as a result of this RFP.
 - b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
 - c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses.
 - d. Adopt all or any part of the Proposer's proposal.
 - e. Award contracts to multiple Proposers.
 - f. Withhold the award of contract.
 - g. Select the Proposer it deems to be most qualified to fulfill the needs of the College. The Proposer with the lowest-cost proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

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REQUEST FOR PROPOSALS (RFP) 2021-057-JH
3.0 SPECIAL CONDITIONS

- 3.1 **VIRTUAL PROPOSERS' CONFERENCE.** A virtual Proposers' Conference will not be held for this solicitation.
- 3.2 **CONTRACT TERM:** The purpose of this RFP is to establish a contract commencing on the date of the last executed signature and continuing for a period of three (3) years, *or as agreed to in a resulting contract*, providing the best value to the College.
- 3.2.1 **Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for one (1) additional three (3) year period, 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 each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract unless agreed to otherwise in writing.
- 3.3 **AWARD OF CONTRACT:** The College will use the evaluation criteria stated in Section 5.0, Evaluation, to establish ranking. The College will recommend award, to the top-ranked Proposer(s) with whom a successful contract can be negotiated providing the best value to the College. In the best interests of Broward College, the College reserves the right to make award to a single Proposer, to more than one Proposer, and/or to include an award that designates one or more awarded vendors, in any combination, regardless of Firm(s) ability to provide 100% of the goods and/or services required in this RFP. Recommended awardee(s) must be approved by the Board before award is final.
- 3.3.1 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.
- 3.3.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value-Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.
- 3.4 **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 Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.
- 3.5 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "Prime Proposer ("Prime Vendor)". The Prime Vendor must be the joint venture's contact point for Broward College and be responsible for the joint venture's performance under the definitive contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. The Prime Vendor's name must be clearly stated in Section 1.0, Required Response Form.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**3.0 SPECIAL CONDITIONS**

- 3.6 **CONTRACT ADMINISTRATION**: The responsibility and authority for the administration of this contract shall be assigned to the Associate Vice President for Curriculum Services, hereinafter referred to in this proposal as Contract Administrator. The successful Proposer will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful Proposer agrees that it will assign a replacement immediately.
- 3.7 **LICENSING**: The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses to College upon request. Failure to maintain required licenses and permits shall be cause for termination.
- 3.8 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES**: Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the awarded vendor and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties and cities. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.9 **TERMINATION/CANCELLATION CLAUSE**: The College reserves the right to cancel this contract, in whole or in part, at any time during the contract period, for non-performance, in the event the awarded vendor does not perform within the terms, conditions & specifications of the contract and this RFP by reference. Upon notification in writing by the campus official responsible for the administration of the contract of the facts concerning non-performance, the awarded vendor will be notified of the problem and will have thirty (30) days to correct such. If the awarded vendor fails to correct the problem to the satisfaction of the College within the thirty (30) day period, the College reserves the right to serve notice of cancellation to be effective within thirty (30) days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked Proposer, extend the contract of another awarded vendor currently under contract to provide like services or re-issue the proposal, whichever is in College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. Broward College reserves the right to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

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

A. Commercial General Liability Insurance:

- | | |
|---|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. General Aggregate | \$2,000,000 |
| 3. Excess Umbrella Liability | \$3,000,000 |
| 4. Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis. | |

- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.
- C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- E. Insurance Certification **must list the College as Additional Insure** with respect to General Liability.
- F. Insurance Certification must contain a provision for notification to College (thirty) 30 days in advance of any material change in coverage or cancellation.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**3.0 SPECIAL CONDITIONS****G. The College shall be named as an additional insured with reference to this RFP.**

Insurance Certificate must reference RFP # of this solicitation and must list the College as Additional Insured, as follows: *“The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of **RFP-2021-057-JH** entitled **CATALOG MANAGEMENT SOLUTION** from date of commencement to six months after date of completion.”*

H. If any of the required policies provide coverage on a “claims-made” basis:

Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

I. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody’s Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above coverage and with the College named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.4.1.

The Contractor shall not commence any work in connection with this agreement until he or she has obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Contractor allow any sub-contractor to commence work on its sub contract until the sub-contractor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Contractor. All insurance policies shall be with insurers qualified to do business in Florida. The Contractor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the College, our Board of Trustees, and the State of Florida (collectively College) as an additional named insured. The Contractor shall promptly notify the College of any changes in insurance coverage or carrier.

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

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

3.12 SITE VISITS/INSPECTIONS: The College reserves the right to conduct a site visit to any of the proposer’s place(s) of business, if it is deemed necessary.

3.13 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE): Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services &

REQUEST FOR PROPOSALS (RFP) 2021-057-JH
3.0 SPECIAL CONDITIONS

Resource Management. Awarded vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

- 3.14 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The awarded vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, Firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.15 **CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the College in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until thirty (30) days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from The Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all materials received as public records.
- 3.16 **CONFIDENTIALITY:** Awarded vendor acknowledges that certain information about the College's students is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all "Personal Information"* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than authorized College employees, or as may be requested by government authorities.

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

*"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.17 **WARRANTY AND ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**3.0 SPECIAL CONDITIONS**

- 3.18 **SEVERABILITY:** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.18.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3.19 **EQUITABLE ADJUSTMENT:** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Contractor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks and liability between the College and the Contractor and the financial, technical, construction, commercial and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.20 **DEFAULT:** The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.21 **PUBLIC ENTITY CRIMES:** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.21.1 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**
This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.
- 3.22 **OSHA:** The proposer warrants that the product and/or service supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**3.0 SPECIAL CONDITIONS**

- 3.23 **E-VERIFY SYSTEM.** Proposer shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of one (1) all persons employed by Proposer during the contract term to perform any duties within Florida; and two (2) all persons, including subcontractors, assigned by Proposer to perform work pursuant to this Contract. Proposers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- 3.24 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** The following is a listing of current the College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any College campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

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

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

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

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

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

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REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS**

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

The College has implemented E-Bidding and will only accept electronic submittals via Demandstar at www.demandstar.com

- Digital copies must not be larger than 100 MBs for each document size and not the collection of them
- Files submitted must be formatted and enabled for printing, in page size letter as applicable
- The College may request clarifications and additional information after submission
- The College shall not be responsible for delays caused by any occurrence
- In the event of technical difficulties when submitting documents, contact Demandstar.com support at support@demandstar.com or call (206) 940-0305

Respondents are required to organize their responses in accordance with Section 4.0. The College reserves the right to reject and not consider any response not organized and not containing all the information outlined in Section 4.0.

Responses must be submitted as established in section 2.5 Tentative Calendar. **Submittals received after this date and time will not be considered.**

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

4.1 General Information and Submittal Requirements

TAB (1) 4.1.1	Title Page & Table of Contents	<p>Include RFP number, subject, the name of the Proposer, address, telephone number and the date.</p> <p>Include a clear identification of the material by section and by page number.</p>
TAB (2) 4.1.2	Acknowledgement of Released Addenda to RFP	<p>It is the prospective Proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal.</p> <p>The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p>
Tab (3) 4.1.3	Letter of Transmittal	<p>Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State, Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, address(es), email address(es) and telephone number(s).</p>
TAB (3) 4.1.4	W-9 Form	<p>It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with submittal or within three (3) days of notification. The W-9 form may be downloaded at https://www.irs.gov. Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project until such time as the W-9 is received.</p>

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS**

TAB (3) 4.1.5	Notice Provision	Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the submittal or within three days of request. For the present, the Parties designate the following as the respective places for giving notice: <p style="margin-left: 40px;">To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management Broward College 6400 NW 6th Way, 2ND Floor Fort Lauderdale, Florida 33309</p> <p style="margin-left: 40px;">With Copy To (College Attorney): Office of the General Counsel Broward College 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301</p> <p style="margin-left: 40px;">With Copy To: Karen Parker, Associate Vice President for Curriculum Services (Contract Administrator) Broward College 6400 NW 6th Way, Fort Lauderdale, FL 33309</p> <p style="margin-left: 40px;">To Proposer: (Proposer to Insert)</p> <p style="margin-left: 40px;">With Copy To (Proposer): (Proposer to Insert)</p>
TAB (3) 4.1.6	Vendor Conflict of Interest	The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College. Submit a completed Vendor Conflict of Interest Form (Attachment I).
TAB (3) 4.1.7	SDB Non-Discrimination Profile	Submit a completed SDB Non-Discrimination Profile, Form SDB-1 (see Attachment B2). In the case of a Joint Venture Submittal; multiple Proposers must each submit a completed Non-Discrimination Profile (see Attachment B2).
TAB (3) 4.1.8	Drug Free Workplace Certification	Submit a completed Drug Free Workplace Certification (see Attachment E).
TAB (3) 4.1.9	Non-Disclosure Agreement	Submit completed Non-Disclosure Agreement (see Attachment F).
TAB (3) 4.1.10	Non-Collusion Affidavit	Submit a completed Non-Collusion Affidavit (see Attachment G).
TAB (3) 4.1.11	Insurance	Submit a letter of insurability as outlined in Section 3.0; Paragraph 3.10.
TAB (3) 4.1.12	Public Entity Crimes Statement	Submit completed Public Entity Crimes Statement (see Attachment J).
TAB (3) 4.1.13	Information Security Affidavit	Submit completed Information Security Affidavit (see Attachment L).

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS**

TAB (4)
4.1.14 **Litigation History** State whether Prime or Joint Venture partners have been involved in any services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information:

the style/caption of the matter
the case number
the forum/venue of the action
a description of the claim, action, or litigation
evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final.

If “No” litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.

Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

TAB (5)
4.1.15 **Licenses/Certifications** Proposer must submit all active business licenses, registrations, and certifications as applicable, documenting proposer is fully licensed to conduct relevant business in the State of Florida (Also refer to Section 3.7 of this solicitation). Occupational / business licenses are required as applicable. If permitted / applicable, Sub-contractor licenses may be required.

TAB (5)
4.1.16 **Federally Funded Attestation Form** Submit completed Federally Funded Attestation Form (Attachment M).

4.2 Minimum Eligibility Criteria

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Proposers that fail to meet the minimum eligibility criteria may not have proposals considered.

TAB (6)
4.2.1 **Required Response Form** Submit Page 1 of RFP (Section 1.0) with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form. The original Required Response Form will be the only acceptable form.

TAB (7)
4.2.3 **Experience** Proposer must demonstrate a strong documented track record of current engagement in College Catalog Management according to products and services detailed in the Scope of Work (Attachment D). Also, must have at least one customer that is a large higher education institution that has at least 10,000 FTE students.

4.3 Proposer’s Qualifications (Max 35 Points)

TAB (8)
4.3.1 **Executive Summary** Submit a brief abstract, of no more than three (3) pages, stating the Proposer’s interest in the contract; overview of Firm’s qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer’s ability to comply with all requirements of contract. Discuss your firm’s experience in providing computer based training services.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS**

In the event the Proposer is a joint venture, the Proposer shall list the use of Subcontractors, if any.

TAB (9) 4.3.2	Organizational Profile	<p>Submit detailed responses to the following:</p> <ol style="list-style-type: none"> 1. State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under. 2. Contact information including Principal's name, telephone number, and email address. 3. Size of organization. 4. Number of years established in business, include operation under other Firm names, providing services same or similar as described herein. 5. Number of years in business in the State of Florida. 6. Resumes of individuals that will have direct role in performance and supervision of this engagement. 7. Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience. 8. Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation, preferably for higher education or public-sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)
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In the event that the Proposer is a Joint Venture, a fully executed Joint Venture Agreement between the Parties is required in accordance with Section 3.5, Multiple-Vendor Solutions (Joint Ventures). At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the Parties and must identify one party as Prime Vendor for the purposes of this project.

TAB (10) 4.3.3	Organizational Chart and Account Management and Staffing	<p>Include organizational chart of Proposer's team for service being provided. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. Include the names of individuals responsible for the roles and responsibilities of each team member.</p>
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TAB (11) 4.3.4	References	<p>All proposers providing a response to this Solicitation shall have their client <u>submit directly to the College</u> via email as indicated below, a completed Performance Evaluation Survey Form in PDF format (Attachment K). All forms must be received from your clients directly by the College by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or change of calendar date in our web page.</p>
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Four (4) related Performance Evaluation Survey Forms (see Attachment), preferably higher education clients, are required to be considered for the maximum Solicitation points. If the College receives less than four (4) completed forms directly from your client, points will be proportionally reduced.

Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five (5) years prior to the Solicitation due date.

All references are to be emailed from your clients directly to the College to:

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS**

Procurement Contracting Officer: Jose Luis Hidalgo **Email:** jhidalg1@broward.edu

Please inform and forward to each client the Performance Evaluation Survey Form to be filled-out. Once the form is completed by each of your clients, instruct them to email directly to the Procurement Contracting Officer's email listed above in PDF format. All forms must be received by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or a change of calendar date in our web page.

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

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

4.4 Scope of Services Provided & Project Methodology (Max 30 Points)

TAB (12) 4.4.1	Proposed Solution	Clearly, and in detail, describe how Proposer will accomplish the Scope of Services detailed in Attachment D.
TAB (13) 4.4.2	Proposed Methodology	<p>Describe in detail how Proposer will accomplish the solution(s) identified in proposed solution above in order to complete required service. At a minimum, response must include and provide detailed responses to the following:</p> <ul style="list-style-type: none"> a) Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project. b) Accountability and Reporting. Provide explanation and detailed examples of reports/dashboards and data that will be provided to maximize exceptional customer service and accountability. c) Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar d) Other / Value Added / Enhancement Services. Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed methodology. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

4.5 Cost Proposal (Max 25 Points)

TAB (14) 4.5.1	Cost Proposal Form	<p>Submit Attachment H (Cost Proposal Form) for Scope of Services (described in Attachment D, Scope of Services).</p> <p>Include with Attachment H (Cost Proposal Form) any additional/value added services to be proposed in connection with the services defined in Attachment D, Scope of Services. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.</p>
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REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS****4.6 Financial Capacity (Max 10 Points)**TAB (15)
4.6.1**Financial Capacity**

Proposers shall submit Dun & Bradstreet Number (D-U-N-S). The College will use the total of both the D&B Delinquency Predictor Score (formerly the Commercial Credit Score - CCS) and the D&B Failure Score (formerly the Financial Stress Score - FSS) reports in order to assess financial capacity of Proposer.

If your company is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.

D&B® Delinquency Predictor Score (DPS)

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

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

D&B® Failure Score®

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

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

4.7 Supplier Diversity Small Business (SDSB) Program (Max 10 Points)TAB (16)
4.7.1**Supplier Diversity Small Business (SDSB) Program**

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

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

Proposer must submit a completed NON-DISCRIMINATION

REQUEST FOR PROPOSALS (RFP) 2021-057-JH

4.0 SUBMITTAL REQUIREMENTS

PROFILE (ATTACHMENT B2).

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

Policy:

https://www.broward.edu/legal/policies-and-procedures/_docs/policy/6hx2-6.36.pdf

Procedure:

https://www.broward.edu/legal/policies-and-procedures/_docs/procedure/a6hx2-6.36.pdf

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

The College is not a certifying agency. Omission of certification certificates from one of the certifying agencies for each company listed on ATTACHMENT B4 will result in loss of SDB Criteria Points.

PRIME NON-SDB RESPONDENTS MUST:

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

b. Submit ATTACHMENT B3 - SUBCONTRACTOR/SUPPLIER CONTACT REPORT (FORM SDB-2) – lists all SDBs contacted regarding this project. SDB's must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, CSBE) to be utilized on this project. Proof of certification is not required on this form.

c. Submit ATTACHMENT B4 - POTENTIAL SUBCONTRACTOR/ SUPPLIER UTILIZATION REPORT – lists the SDBs to be utilized on this project. SDBs must be certified as a Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, CSBE) to be utilized on this project. SDB percentage total must be included. Omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification is required for each company listed. Companies listed without the accompanying documentation will not be counted. Companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

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

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**4.0 SUBMITTAL REQUIREMENTS****PRIME SDB RESPONDENTS MUST:**

SDB Respondents must submit proof of certification as Small, Minority, Woman, Veteran or Disadvantaged Business Enterprise (SBE, MBE, WBE, VBE, DBE, CBE, CSBE) to be utilized on this project. Approved SDB respondents will receive 100% of

the SDB Criteria Point Percentage in the solicitation evaluation/selection process.

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

SMALL DIVERSE BUSINESS

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

INCREASED PRIME SCORE POINTS FOR SDB PARTICIPATION:

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

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

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REQUEST FOR PROPOSALS (RFP) 2021-057-JH**6.0 CONTRACT NEGOTIATIONS****Phase 1: Review of Proposals**

- 5.1 **The Evaluation Committee*** (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Criteria. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.7 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

**The Evaluation Committee will shortlist Proposers in Phase 1, Review of Proposals. Proposers will be notified according to dates set herein in Section 2, Paragraph 2.5, Tentative Schedule.*

Cone of Silence is in effect, as stated under General Conditions, Section 7.0, Paragraph 63.

- 5.1.1 **Phase 1: Evaluation, Review of Proposals Criteria:** The Evaluation Committee shall evaluate all proposals received for this solicitation, which meet or exceed Section 4.2, Minimum Eligibility Criteria, according to the following initial screening criteria:

Criteria Section		Max Points
4.3	Proposer's Qualifications	35
4.4	Scope of Services Provided & Project Methodology	30
4.5	Cost Proposal	25
4.6	Financial Capacity	10
4.7	SDSB Program	10
Total Maximum:		110

- 5.1.2 **Shortlist Scores & Rankings:** The Evaluation Committee will utilize the scores developed as a result of Section 5.1.1 to rank the Proposers individually, and then determine cumulative ranking results.

The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and, those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of Section 5.1 Phase 1, Review of Proposals, will neither be considered, nor carried forth as part of the scores and rankings of Section 5.2, Phase 2, Interviews and Presentations.

- 5.1.3 **Results of Phase 1, Review of Proposals:** Based upon the cumulative ranking results, the College, at its sole discretion, may:

1. short-list the top ranked Proposers (short-list number to be determined by the Committee) for further consideration and/or interviews;
2. recommend an award to one or more top ranked Proposer and begin contract negotiations per Section 6.0, Contract Negotiations;
3. reject all proposals received;
4. waive any informalities;
5. re-advertise/re-solicit proposals;
6. reject all proposals without further action;
7. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
8. invite one or more top-ranked Proposer to participate in contract negotiations phase and/or award; or
9. take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**6.0 CONTRACT NEGOTIATIONS**

- 5.1.4 **Proposal Clarification:** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

Phase 2: Interviews and Presentations

- 5.2 In the event that the College chooses to interview short-listed Proposers, the Evaluation Committee shall interview and evaluate the short-listed Proposers, in accordance with the evaluation criteria and point schedule established in this Phase 2, Interviews and Presentations, based on the Proposers' presentations and interviews, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.2 may result in the reduction of points in the Phase 2, Interviews and Presentations, evaluation process. Short-listed Proposers will be interviewed against a set of standard questions (same questions for all short-listed Proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues). The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1, Phase 2: Interviews and Presentations Criteria, to rank the Proposers.

**Please note the College, at its discretion, may or may not change committee members for each phase (e.g. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 5.2.1 **Phase 2: Interviews and Presentations Criteria:** If the College has chosen to interview short-listed Proposers, the criteria for this Phase 2, Interviews and Presentations, shall be according to the following:

Criteria Section		Max Points
a)	Understanding of the College's Requirements	25
b)	Relevant Experience	25
c)	Unique Qualifications	25
d)	Overall Approach, Methodology, and Ability to Perform Contract	25
Total Maximum:		100

- 5.2.2 **Results of Phase 2 Interviews and/or Presentations:** If interviews are conducted, based upon the ranking results of Section 5.2.1, the College, at its sole discretion, may:

1. recommend award to the top ranked Proposer;
2. recommend award to more than one top ranked Proposer;
3. reject all proposals received;
4. re-advertise/re-solicit proposal;
5. reject all proposals without further action;
6. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
7. invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

- 5.3 **Award:** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, College, at its sole discretion, reserves the right to make an award as follows:

- a. divides the work among Proposers;
- b. award contracts for less than all services encompassed by this solicitation.

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REQUEST FOR PROPOSALS (RFP) 2021-057-JH**6.0 CONTRACT NEGOTIATIONS**

6.1 **Contract Negotiations:** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered offering the best value to the College, as recommended by the Evaluation Committee in Section 5.2., Phase 2, Interviews and Presentations. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the committee recommends rejection of all proposals received.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.

6.1.2 The College reserves at any time during the negotiations process to:

- a. Schedule additional negotiation sessions with any or all responsive Proposers;
- b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
- c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
- d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
- e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
- f. Decline to conduct further negotiations with any Proposer;
- g. Reopen negotiations with any Proposer;
- h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

6.2 **“Sample” or Base Contract for Negotiations:** The enclosed “sample” contract (Attachment C) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 **Final Selection and Notice of Award Recommendation:**

6.3.1 The College will recommend for award of the contract, the responsive proposer(s) as determined by the Negotiations Team.

6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:

- a. Recommend Award;
- b. Re-advertise/re-solicit for proposals;
- c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.

6.3.3 The College reserves the right to:

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

REQUEST FOR PROPOSALS (RFP) 2021-057-JH
6.0 CONTRACT NEGOTIATIONS

6.4 Reserved Rights After Notice of Award Recommendation:

- 6.4.1 **Negotiations After Award Recommendation:** The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.
- 6.4.2 **Other Reserved Rights:** The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 5.2, Phase 2, Interviews and Presentations, at any time prior to execution of a contract.
- 6.4.3 The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

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REQUEST FOR PROPOSALS (RFP) 2021-057-JH**7.0 GENERAL CONDITIONS**

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for One additional three (3) year period and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fiscal.treasury.gov> The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state Firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**7.0 GENERAL CONDITIONS**

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (<https://www.bls.gov/>). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (**MSDS**) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

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7.0 GENERAL CONDITIONS

36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- a. Any agreement resulting from the award of this solicitation; then
- b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
- c. this solicitation; then
- d. respondent's proposal.

In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.

37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.

39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.

40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other College or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.

43. **INDEMNIFICATION:**

a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.

b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.

44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.

46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.

47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.
- c. Cost of Municipal Building Permits.
- d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**7.0 GENERAL CONDITIONS**

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

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

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

REQUEST FOR PROPOSALS (RFP) 2021-057-JH**7.0 GENERAL CONDITIONS**

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

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

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

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

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided b law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
- (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

REQUEST FOR PROPOSALS (RFP) 2021-057-JH

7.0 GENERAL CONDITIONS

- (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
- (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

(Balance of page intentionally left blank.)

Broward College | **RFP-2021-057-JH**
STATEMENT OF "NO" RESPONSE | **ATTACHMENT A**

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to: Jose Luis Hidalgo at jhidalg1@broward.edu

Broward College
 Procurement Services Department
 6400 NW 6th Way, 2nd Floor
 Fort Lauderdale, Florida 33309

This information will help **Broward College** in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
 - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment B2).
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Contact ([Attachment B3](#)) and Subcontractor/Supplier Utilization ([Attachment B4](#)) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization ([Attachment B5](#)) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment B5.
 - c. [Attachment B5](#) will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization ([Attachment B4](#)). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the [Attachment B5](#). Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - Withhold approval of the successful bidder's invoices for progress payments,
 - Increase the amount of the successful bidder's retainage, or
 - Evoke any other penalties as stated in General Conditions of the RFP (***Nonconformance to Contract Conditions***).
3. COLLEGE's Responsibilities:

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



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

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

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

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

Form: SDB-1



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SMALL DISADVANTAGED BUSINESS (SDB)

ATTACHMENT B3

SUBCONTRACTOR/SUPPLIER CONTACT

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

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

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

Authorized Principal: _____ Proponent Contact Number: _____

Signature: _____ Date: _____

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

Form: SDB-2



**OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SMALL DISADVANTAGED BUSINESS (SDB)**

SUBCONTRACTOR/ SUPPLIER UTILIZATION

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

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

Total SDB% _____

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

Authorized Principal: _____ Proponent Contact Number: _____
Signature: _____ Date: _____

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



REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION
 Please Submit Report to: The Office of Supplier Relations and Diversity
 6400 NW 6th Way, 2nd Floor, Fort Lauderdale, FL 33309
 or Fax to: 954-201-7330
 (For questions completing this report call 954-201-7307)

ATTACHMENT B5

Company/Construction Manager/Contractor:							
Address:						Phone:	
Project Name:			For the Time Period of:		SDB Participation Goal (%):		
Is Contracting Company a Certified SDB (including Small Minority, Women and Disadvantaged Firms) <input type="checkbox"/> Yes <input type="checkbox"/> No						Contract Value (\$):	
Type of Project: <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Construction Management <input type="checkbox"/> Other							
Subcontractor/Supplier Company Name	Contact Name and Phone Number	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	*Certification Agency Name (attach copy of Certification)	Scope of Work	NIGP Code	Monthly Payment	Amount Paid to Subcontractor/Supplier

*Broward College recognizes certifications from the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Development Center [Florida], Broward County Government, Palm Beach County Government and Miami Dade County Government.

The undersigned ensures that each entity listed above performs a commercially useful function as defined in the Small Disadvantaged Business Program of Broward College. The undersigned also affirms that all payments listed above are true and correct.		
_____ Signature of Authorized Principal	_____ Date	_____ Title / Telephone Number

Broward College | **RFP-2021-057-JH**
SAMPLE STANDARD COLLEGE CONTRACT | **ATTACHMENT C**
“SERVICES”

(See separate Adobe PDF document on demandstar.com)

Broward College | RFP-2021-057-JH

SCOPE OF SERVICES | ATTACHMENT D

SCOPE OF SERVICES

The solution presented should support criteria listed below and encompass the solution and services required for implementation, support and hosting for such a catalog and program of study management tool.

It is the intent of the College to seek vendors in this space that can provide the current services and capabilities the College has and provide any new capabilities as value-added services.

REQUIRED CAPABILITIES

- Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study.
- Integrates with other institutional systems, such as the student information system (CID and Workday), course scheduling, degree navigation aids, degree audit, assessment and accreditation software.
- Integrates catalog management and program of study documentation.
- Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes.
- Ability to produce an on-line, interactive catalog that can be published in part or as a whole in a hardcopy version.
- Ability to archive past catalogs.
- The online catalog version must provide hotlinks and be able to update all references to a course when a change is approved.
- System allows for configurable role-based permissions and segmented security access.
- Allows form-based input by multiple user types (faculty, associate deans/coordinators, and administrators).
- Includes the ability to customize and revise forms easily.
- Include an authorization system that tracks approval signatures and alerts users that signatures are needed.
- Track changes to courses and programs made during short-term review processes prior to formal approval so that changes in-process are visible to stakeholders.
- Provide a history of changes to and/or archiving of approved courses and programs that is accessible to individual faculty users, faculty governance, and administrators.
- Provide communication tools that update stakeholders on changes to courses and programs.
- Generate clear reports of the curriculum and catalog changes made in any given academic year.
- Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.).
- Ease of use and learning for application administrator, content owners, and end-users.
- Has a Help function with online tutorials and guides for end-users.

SYSTEMS REQUIREMENTS

- Software integration with SIS (CID and Workday)
- Authentication via Active Directory
- Authenticate existing username and password credentials (SSO)
- Track Usage Statistics
- Easy end-user interface
- Mobile first layout, but also compatible with multiple types of devices and browsers
- Real-time interaction between the hosted software and SIS
- Provide both initial and ongoing training allowing interface with dedicated client services representative consistently via both email and telephone

HOSTING REQUIREMENTS

- Provide a secure hosting solution
- Support analytic tools and usage information
- Support Emerging platform standards
- Provide a documented backup, restore and archive policies and procedures in support of a 24/7 operation
- Provide documented disaster recovery procedures
- Provide system security provisions
- Provide data security provisions
- Provide an upgrade schedule and a published upgrade plan
- Provide a documented Service Level Agreement
- Provide storage limitations on data, bandwidth, usage, etc.
- Provide documented system monitoring procedures for system failure, environment alerts, etc.
- Provide procedures for alerting customer if/when unanticipated issues arise

PROFESSIONAL SERVICES OFFERINGS

- Project Management support for planning, implementation and go-live phases.
- Initial training program and training materials.
- Post Go-Live Technical Support.
- Consulting services for implementation of future enhancements

ENHANCED CAPABILITIES DESIRED BUT NOT REQUIRED – If applicable, please detail these below capabilities on the “Value-Added Services” section on the Cost Proposal Form – Attachment H.

- Student handbook
- Syllabi management tool (historical repository, syllabi templates)
- Catalog & program map information can link to department website and post simultaneous/dynamic updates

USER AND ACCOUNT DETAILS

- 65,000 active students (FTE: 23,000)
- 750,000 – 1,000,000 alumni and former students
- 5,200 employees (Faculty, Staff, Part-Time, Adjunct)
- 1,000 contingent workers

DOMAIN INFORMATION

- Employee Domain, BC.EDU, Broward.edu (8+ Domain Controllers)
- Student Domain BCSTUDENT.EDU, mail.broward.edu (5+ Domain Controllers)

CRITICAL CLOUD APPLICATIONS AND ON-PREMISE APPLICATIONS

- Workday
- CID (Student Information System-SIS)
- Office 365
- Desire 2 Learn
- Adobe
- Blackboard Learn
- Milner Image Director
- Team Dynamix
- DocuSign
- Lenovo Unified Workspace

NOTE: On Attachment H – Cost Proposal, all pricing should be based on the “REQUIRED CAPABILITIES” for the College for all identified users above. Any additional features not included in the price can be added to the “Additional Value-Added Services” in the pricing sheet and will not be considered for evaluation purposes, only as an informational piece.

Broward College | **RFP-2021-057-JH**
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087) | **ATTACHMENT E**

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

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

This sworn statement is submitted to The COLLEGE,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

(Signature)

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

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____

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

Broward College | **RFP-2021-057-JH**
NON-DISCLOSURE AGREEMENT | **ATTACHMENT F**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Vendor: The Board of Trustees of Broward College

By:  _____
718ED749A745435

Printed Name: John Dunnuck

Title: SVP Finance & Operations

Date: 9/14/2021

By: _____

Name: _____

Title: _____

Date: _____

Broward College | **RFP-2021-057-JH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT G**

State of _____)

)ss.
County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:

_____ By: _____

_____ (Printed Name)

_____ (Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 201_, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
(Name(s) of individuals(s))

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal _____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE: _____

(Name of Notary Public: Print, Stamp
or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

Broward College | **RFP-2021-057-JH**
COST PROPOSAL FORM | **ATTACHMENT H**

(See separate EXCEL document on demandstar.com)

NOTE: Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

Broward College | **RFP-2021-057-JH**
VENDOR CONFLICT OF INTEREST FORM | **ATTACHMENT I**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below: _____

BIDDER'S FIRM NAME: _____

Print name: _____

Signature: _____

Broward College | **RFP-2021-057-JH**
PUBLIC ENTITY CRIMES STATEMENT | **ATTACHMENT J**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A “public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

“Convicted” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

An “affiliate” means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

State Name of Convicted Applicant or Affiliate or N/A Here

Name of Firm: _____

Address of Firm: _____

Signature for the Firm: _____

Title of Person Signing for the Firm: _____

Signature of Witness: _____

Witness Relationship to the Firm: _____

Broward College | **RFP-2021-057-JH**
PERFORMANCE SURVEY FORM | **ATTACHMENT K**

(See separate Adobe PDF document on demandstar.com)

Broward College | RFP-2021-057-JH INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

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

_____ [Initials] 1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

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

_____ [Initials] 2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.

Broward College sensitive data includes but is not limited to the following:

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

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

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

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

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

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

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

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

Date: _____

Title: _____

Name: _____

Authorized Signature: _____

Broward College | RFP-2021-057-JH FEDERALLY FUNDED PROJECTS FORM | ATTACHMENT M

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

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

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

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

Broward College | RFP-2021-057-JH FEDERALLY FUNDED PROJECTS FORM | ATTACHMENT M

- H. General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- I. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- K. **Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- L. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- M. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE

ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM – LEEPFROG TECHNOLOGIES, INC.

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

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

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

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC



BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM – LEEPFROG TECHNOLOGIES, INC.

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. 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.

13. 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.

14. BC's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

15. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

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 Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

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

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

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 shall comport with the public records laws of Florida. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM – LEEPFROG TECHNOLOGIES, INC.**

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.

AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

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:

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.

- (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

18. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; and (iii) attorneys’ or collection-fees provisions.

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

VENDOR: Click or tap here to enter text.

By: _____

Name: _____

Title: _____

Date: _____



C O U R S E L E A F

CONFIDENCE IN YOUR CURRICULUM

[CATALOG](#) ■ [CURRICULUM](#) ■ [SCHEDULE](#) ■ [SEARCH](#) ■ [REGISTRATION](#)



BROWARD COLLEGE

REQUEST FOR PROPOSALS: CATALOG MANAGEMENT SOLUTION

RFP-2021-057-JH

Due Date: March 9, 2021

MOSES DE LOS SANTOS

Sales Director

(319) 337-3877

mdelossantos@courseleaf.com

LEEPFROG TECHNOLOGIES, INC.

2451 Oakdale Blvd, Suite 100

Coralville, IA 52241

(319) 337-3877 | (888) 437-7435 Fax

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Tab (2) 4.1.2 Acknowledgement of Released Addenda to RFP



Procurement Services Department
6400 NW 6th Way, Room 275
Fort Lauderdale, Florida 33309
954-201-7455
Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 1

RFP No.: RFP-2021-057-JH
RFP Title: Catalog Management Solution
Date: February 25, 2021

This addendum is being issued to clarify and/or revise the Request for Proposals (RFP) documents and/ or specifications. This Addendum modifies, supplements or replaces information in the Request for Proposals (RFP) RFP-2021-057-JH-Catalog Management Solution, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.



REVISIONS TO RFP:

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP:

Q1 Required capabilities includes: "Provide communication tools that update stakeholders on changes to courses and programs". Are there specific communications tools that are desired by Broward?

R1 Communication tools such as in-system alerts with the option to send email alerts, weekly reports that are sent out with the various changes. For example, report will include: Degree XXXX in Nursing removed HLP1081C from their program of study and added ENC2210. Another example would be for course modifications. Course ID numbers change often, this could be due to a mandated SCNS (Statewide Course Numbering System) change. Report will include a section for course updates: ENC1101 was converted to ENC0101.

Q2 Required capabilities includes: "Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.)." Do you have any examples of the specific types of checks that are desired? Any context you could provide would be helpful.

R2 When a Course ID has changed, for example AVM2100 was converted to AVM2200, this change should automatically update everywhere AVM2100 was previously listed. This will include on program maps, course descriptions, catalog, etc. If a programs' total credit hour changes because a course within the program changed credits, an alert should be sent.

Q3 Page 18, Tab (13) 4.4.2 Proposed Methodology, c) Timeframe
The College is requesting a detailed project timeframe, which is based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar. Please confirm the anticipated contract commencement date, as Section 2.5 currently states "TBD".

R3 The college would like the contract commencement date no later than June 22, 2021.



RFP-2021-057-JH
Catalog Management Solution
Addendum No. 1

Q4 We understand that Broward College is primarily looking for a Catalog Management solution. However, past of the requirements listed in the RFP refer to Curriculum Management:

- Page 5 "manage curriculum design, approval, analysis, optimization, mapping, and archiving"
- Page 39 "Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study"
- Page 39 "Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes"
- Page 39 "generate clear reports of the curriculum and catalog changes made in any given academic year"

Please confirm that Broward College would like to implement a Catalog Management tool first, followed by a Curriculum Management tool.

R4 Broward College already has a Curriculum Management implemented (Workday/CID). The Catalog Management tool would need to integrate with our Curriculum Management tools.

ATTACHMENTS:

NONE

 "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.



Signature

Director of Operations
Title

Leapfrog Technologies
Company Name

March 8, 2021
Date

Tab (3)

4.1.3 Letter of Transmittal

Legal Name: Leepfrog Technologies

Authorized Person: Moses De Los Santos

Title: Director of Sales

Address: 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241

Email: mdelossantos@courseleaf.com

Phone: (319) 337-3877

4.1.4 W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Leefrog Technologies, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2451 Oakdale Blvd, Suite 100	Requester's name and address (optional)
	6 City, state, and ZIP code Coralville, IA 52241	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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4	2	-	1	4	4	2	3	3	4		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/30/19</u>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



4.1.5 Notice Provision

Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the submittal or within three days of request.** For the present, the Parties designate the following as the respective places for giving notice:

To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management
Broward College
6400 NW 6th Way, 2ND Floor
Fort Lauderdale, Florida 33309

With Copy To (College Attorney): Office of the General Counsel
Broward College
111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301

With Copy To (Contract Administrator): Karen Parker, Associate Vice President for Curriculum Services
Broward College
6400 NW 6th Way, Fort Lauderdale, FL 33309

To Proposer: Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

With Copy To (Proposer): Lee Brintle, President
Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

4.1.6 Vendor Conflict of Interest Form (Attachment I)

Broward College RFP-2021-057-JH VENDOR CONFLICT OF INTEREST FORM ATTACHMENT I

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below:

BIDDER'S FIRM NAME: Leepfrog Technologies

Print name: Erick Zawojewski

Signature: 

4.1.7 SDB Non-Discrimination Profile (Attachment B2)

ATTACHMENT B2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

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

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

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

Signature of Attesting Party

Director of Operations

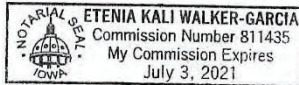
Title of Attesting Party

On this **8th day of March, 2021**, before me appeared **Erick Zawojewski**, the person who signed the above covenant in my presence.

Notary Public

Seal

Form: SDB-1



Broward College

Page 1 of 1



4.1.8 Drug-Free Workplace Certification (Attachment E)

Broward College RFP-2021-057-JH DRUG-FREE WORKPLACE CERTIFICATION (F.S. ATTACHMENT E 287.087)

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

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

This sworn statement is submitted to The COLLEGE,

by **Erick Zawojewski, Director of Operations**
(Print individual's name and title)

for **Leepfrog Technologies**
(Print name of entity submitting sworn statement)

whose business address is **2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241**

and (if applicable) its Federal Employer Identification Number (FEIN) is **42-1442334**. I certify that I have established a drug-free workplace program and have complied with the following:

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

[Handwritten Signature]

(Signature)

Sworn to and subscribed before me this 8th day of March, 2021.

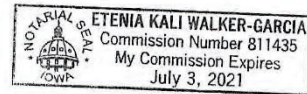
Personally Known *Etenia Walker Garcia*

OR Produced identification _____ Notary Public - State of Iowa

July 3, 2021 My commission expires

(Type of identification)

Etenia Walker Garcia (Printed, typed or stamped commissioned name of notary public)



4.1.9 Non-Disclosure Agreement (Attachment F)

Broward College	RFP-2021-057-JH
NON-DISCLOSURE AGREEMENT	ATTACHMENT F

This Agreement is by and between Leepfrog Technologies (Vendor), a corporation with offices at 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Name of Vendor: The Board of Trustees of Broward College

By:  _____
DocuSigned by:
718ED749A745435 John Dunnuck

Title: SVP Finance & Operations

Date: 9/14/2021

By:  _____

Name: Erick Zawojewski

Title: Director of Operations

Date: March 8, 2021

4.1.10 Non-Collusion Affidavit (Attachment G)

Broward College | **RFP-2021-057-JH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT G**

State of IOWA

ss.

County of JOHNSON

Erick Zawojewski being first duly sworn, deposes and says that:

(1) He/she is the **Director of Operations**
(Owner, Partner, Officer, Representative or Agent)

of **Leepfrog Technologies**, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:



By: **Erick Zawojewski**
(Printed Name)

Director of Operations
(Title)

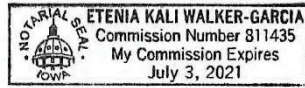
ACKNOWLEDGMENT

State of **IOWA**
County of **JOHNSON**

On this the **8th day of March, 2021**, before me, the undersigned Notary Public of the
State of Iowa, personally appeared **Erick Zawojewski**.


and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal



NOTARY PUBLIC, STATE OF IOWA

NOTARY PUBLIC
SEAL OF OFFICE



(Name of Notary Public: Print, Stamp
or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

4.1.11 Insurance – Letter of Insurability

Leapfrog Technologies' letter of insurability, as outlined in Section 3.0 Insurance Requirements, will be provided upon contract award.

4.1.12 Public Crimes Entity Statement (Attachment J)

Broward College RFP-2021-057-JH PUBLIC ENTITY CRIMES STATEMENT ATTACHMENT J

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

N/A
State Name of Convicted Applicant or Affiliate or N/A Here

Name of Firm: Leepfrog Technologies

Address of Firm: 2451 Oakdale Boulevard, Suite 100, Coralville, IA, 52241

Signature for the Firm: [Handwritten Signature]

Title of Person Signing for the Firm: Director of Operations

Signature of Witness: B. Grazian


Witness Relationship to the Firm: employee



4.1.13 Information Security Affidavit (Attachment L)

Broward College | RFP-2021-057-JH INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

I, Wes Bachman, the designated signing manager for Leepfrog Technologie, attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

- 
Initials
1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:
 - ◆ Information Security Policy
 - ◆ Physical Security Policy
 - ◆ ISO Certification

 2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard. **Broward College sensitive data includes but is not limited to the following:**
 - ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
 - ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
 - ◆ Academic Information (Transcripts, Grade Information)
 - ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
 - ◆ Financial Information (Credit Card Information, Bank Account Numbers)

 3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.
 - ◆ Family Educational Rights and Privacy Act (FERPA)
 - ◆ Fair and Accurate Credit Transactions Act (FACTA)
 - ◆ Payment Card Industry (PCI)
 - ◆ Health Insurance Portability and Accountability Act (HIPAA)
 - ◆ Gramm-Leach-Bliley Act (GLBA)

 4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.
 - ◆ Information Security Awareness Training
 - ◆ Background Checks Filed for All employees
 - ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

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


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

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

Date: March 5, 2021

Title: Director of Information Technology

Name: Wes Bachman

Authorized Signature: 



Tab (4) 4.1.14 Litigation History

Leepfrog Technologies has never been involved in any services related litigation, action, or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this proposal.

No regulatory action has ever been filed against Leepfrog Technologies.

Tab (5)

4.1.15 Licenses/Certifications

Leepfrog Technologies will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Leepfrog Technologies will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and will provide copies of these licenses to College upon request. Leepfrog Technologies acknowledges failure to maintain required licenses and permits may be cause for termination.

4.1.16 Federally Funded Attestation Form (Attachment M)

Broward College FEDERALLY FUNDED PROJECTS FORM	RFP-2021-057-JH ATTACHMENT M
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All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

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

**NON-CONSTRUCTION CONTRACT OR PURCHASE
ORDER**

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

- H. General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- I. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- K. **Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- L. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- M. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE

ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Leepfrog Technologies

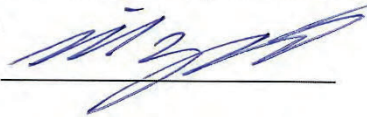
Address, City, State, and Zip Code: 2451 Oakdale Boulevard, Suite 100 Coralville, IA 52241

Phone Number: (319) 337-3877

Printed Name and Title of Authorized Representative: Erick Zawojewski, Director of Operations

Email Address: zawojews@leepfrog.com

Signature of Authorized Representative: _____



Date: March 8, 2021

Tab (6) 4.2.1 Required Response Form

REQUEST FOR PROPOSALS (RFP) 2021-057-JH 1.0 REQUIRED RESPONSE FORM

RFP #: RFP-2021-057-JH	RFP TITLE: Catalog Management Solution		RELEASE DATE: January 28, 2021
DATE DUE: March 9, 2021	TIME DUE – AT OR BEFORE: 2:30:00 p.m. EST	The College has implemented E-Bidding and will <u>only accept electronic submittals</u> via DemandStar at www.demandstar.com	

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein.

PROPOSER INFORMATION


PROPOSER'S NAME: Leapfrog Technologies
 STREET ADDRESS: 2451 Oakdale Boulevard, Suite 100
 CITY, STATE AND ZIP CODE: Coralville, IA 52241
 PROPOSER TELEPHONE: (319) 337-3877 PROPOSER FAX: (888) 437-7435
 PROPOSER TOLL FREE: (888) 533-7376
 CONTACT PERSON: Moses De Los Santos
 CONTACT PERSON'S ADDRESS: same as above
 INTERNET E-MAIL ADDRESS: mdelossantos@courseleaf.com
 INTERNET URL: www.courseleaf.com
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: 42-1442334

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

Website: Newspaper: Other: email invitation to bid

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

	March 8, 2021
Signature of Proposer's Authorized Principal	Date
Erick Zawojewski	Director of Operations
Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal

NOTE: This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1). Enclosed original Required Response Form will be the only acceptable form.



Tab (7) 4.2.3 Experience

Proposer must demonstrate a strong documented track record of current engagement in College Catalog Management according to products and services detailed in the Scope of Work (Attachment D). Also, must have at least one customer that is a large higher education institution that has at least 10,000 FTE students.

A full list of CourseLeaf clients can be found at: <https://www.leepfrog.com/clients/>

Below is a list of CourseLeaf CAT clients with at least 10,000 FTE.

APUS American Public University System	Auburn University	California Polytechnic State University, San Luis Obispo
California State University-Chico	California State University-Dominguez Hills	California State University-Sacramento
California State University-San Bernardino	Carleton University	Carnegie Mellon University
Central Piedmont Community College	City Colleges of Chicago District	College of DuPage
Colorado State University	Columbia University	Cuyahoga Community College District
DePaul University	Drexel University	Eastern Florida State College
Eastern Washington University	Foothill-De Anza Community College District	Fordham University
George Mason University	George Washington University	Georgia Institute of Technology
Georgia Southern University	Georgian College	Higher Colleges of Technology
Iowa State University	Johns Hopkins University	Johnson County Community College
Kent State University	Kentucky Community & Technical College System	Kwantlen Polytechnic University
Liberty University	Long Beach Community College District	MacEwan University
Marquette University	Marshall University	Massachusetts Institute of Technology
Miami University of Ohio	MiraCosta College	Mississippi State University
Montana State University-Bozeman	Montclair State University	Mount San Antonio College

Mt. San Jacinto Community College District	New Mexico State University	North Carolina State University (NC State)
North Dakota State University	North Orange County Community College District	Northeastern University
Northwestern University	Oakland Community College	Oklahoma State University-Stillwater
Old Dominion University	Oregon State University	Pace University-New York
Pasadena City College	Pennsylvania State University	Portland Community College
Purdue Global University-Davenport Campus	Queen's University	Quinnipiac University
Saint Louis Community College	Saint Louis University	Sam Houston State University
San Francisco State University	San Jacinto Community College	Santa Barbara City College
Sierra College	South Texas College	Stanford University
Tarleton State University	Temple University	Texas A&M University-College Station
Texas A&M University-Corpus Christi	Texas State University	Texas Woman's University
Towson University	Tulane University	University College Cork
University of Akron	University of Alabama-Birmingham	University of Alabama-Tuscaloosa
University of Alaska-Anchorage	University of Arkansas	University of California-Berkeley
University of California-Davis	University of California-Irvine	University of Chicago
University of Colorado-Boulder	University of Colorado-Denver	University of Dayton
University of Denver	University of Florida	University of Guelph
University of Illinois-Urbana-Champaign	University of Iowa	University of Kansas
University of Louisville	University of Manitoba	University of Maryland-College Park
University of Miami	University of Missouri-Columbia	University of Nebraska-Lincoln
University of Nebraska-Omaha	University of New Hampshire	University of North Carolina-Chapel Hill
University of North Carolina-Greensboro	University of North Dakota	University of Northern Iowa



University of Oklahoma	University of Oregon	University of Ottawa
University of Pennsylvania	University of South Carolina-Columbia	University of Texas-Arlington
University of Texas-Austin	University of Texas-El Paso	University of Texas-San Antonio
University of Toledo	University of Vermont	University of West Florida
University of Wisconsin-Eau Claire	University of Wisconsin-La Crosse	University of Wisconsin-Madison
University of Wisconsin-Milwaukee	University of Wisconsin-Whitewater	Valencia College
Ventura County Community College District	Virginia Commonwealth University	Washington University in St. Louis
Wayne State University	West Chester University of Pennsylvania	West Virginia University
Western Kentucky University	Western Sydney University	Wichita State University
Yale University	Youngstown State University	

Tab (8) 4.3.1 Executive Summary



Leepfrog Technologies, Inc.
 2451 Oakdale Blvd, Suite 100
 Coralville, IA 52241
 Ph: 888-533-7376
 Fax: 888-437-7435
 rfp@courseleaf.com
 courseleaf.com

March 9, 2021

Request for Proposals – Catalog Management Solution | RFP-2021-057-JH

Leepfrog Technologies is pleased to present our response to Broward College’s catalog management solution request for a proposal (RFP). CourseLeaf was developed to automate, synchronize, and streamline the catalog processes at Broward College, while integrating with your SIS. Broward College staff will be empowered with a fully-integrated online solution to track the development and approval of catalog changes in an easy, collaborative, and intuitive environment. CourseLeaf delivers a strategic, prudent investment for the College that will deliver positive results for years to come.

By selecting CourseLeaf, Broward College will have confidence knowing you have partnered with an experienced vendor who serves over 425 of the most academically complex institutions in the US, Canada, Australia, Ireland, Hong Kong, Qatar, and the UAE. CourseLeaf will enhance the catalog, course, and program management at the College with:

- Intuitive software that’s fully-integrated, dynamic, and configurable to display catalog information in intuitive layouts that make it easy for students to search for and discover courses and programs of interest.
- Responsive modern catalog design using HTML5 to publish to multiple platforms delivers an excellent student experience on all devices, ensuring students have quick and consistent access to accurate information from one location.
- In-house developed, deployed, and supported data integration using a secure, reviewable process that adheres to the College business rules. Plus, we include powerful data access APIs and web services for integration with other external systems on campus.
- In-house developed, deployed, and supported proprietary SIS Transfer and Bridge components.
- Powerful workflow tools that move work off College staff to CourseLeaf, and the flexibility to accommodate all processes with complete governance and transparency across the entire organization.
- PDF output capabilities using your existing branding to enable College staff to publish directly from the software without first exporting to MS Word or InDesign.
- Proven, industry leading training programs that incorporate a series of training sessions on-site to maximize use and adoption of the software.
- World-class technical support and maintenance from experienced industry professionals.

To date, we count over 41 schools who have switched from other vendor solutions to use CourseLeaf. This is not only because CourseLeaf is the most innovative solution available, but because of the service and support we extend to all of our clients. Our software is the most innovative solution available—built to meet the needs of institutions like Broward College—and has industry-leading expertise, service, and support that we extend to each of our clients.

We invite you to partner with CourseLeaf as we continue to advance the state of the art. As your needs and goals may change over time, as higher education develops new standards, or as technology continues to change, we welcome you to join with Leepfrog for a long-term partnership approach; our history has proven that we will evolve with you. We look forward to working with you on your catalog needs.

Key Staff

Your key contact for this RFP is:

Moses de los Santos, Sales Director

mdelossantos@courseleaf.com

(319) 337-3877

Please view resumes of Leepfrog's key staff in Tab (8) 4.3.2 Organizational Profile.

History of Leepfrog

Lee Brintle founded Leepfrog Technologies more than 25 years ago in Iowa City, Iowa. We have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Company Details

- Leepfrog Technologies, Inc. is a corporation founded in 1994 and has been in business for 25 years.
- Leepfrog has been providing CourseLeaf since 2008 and was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.
- Leepfrog currently employs 120 full-time employees.
- Clientele includes over 425 higher education institutions in the United States, Canada, Australia, Ireland, Hong Kong, Qatar, and the United Arab Emirates.
- DUNS: 839172814
- FEIN: 42-1442334
- NIGP Numbers: 208-36, 208-37, 208-94, 920-07, 920-31
- NAICS Code: 541512; SIC Code: 7379
- Payment terms are Net 30.
- Leepfrog has never filed for bankruptcy or been in loan default and has no pending liens, claims, lawsuits.
- Leepfrog is neither for sale nor seeking to become acquired by another business entity.

Alliances & Partnerships

Leepfrog Technologies partners with leading higher education solution providers and is proud to partner with the following companies and professional associations.

- Student Information System Partners: Ellucian Collaborative Development Partner, Oracle Gold Partner
- Learning Management System Partners: Blackboard, Canvas
- Room and Event Scheduling Partners: Accruent-EMS, CollegeNet 25Live Room Scheduling System
- Institutional Effectiveness/Strategic Planning Partner: Nuventive
- Diplomas and Credentials Partner: Paradigm

Our Expertise

Leepfrog has significant in-house experience managing and consulting CourseLeaf Catalog and Curriculum implementations and has done so for over 425 institutions in Higher Ed; our client base includes a broad mix of varying sizes and complexity. We have the resources, talent, and expertise to customize our baseline solutions to meet our clients' specific needs. Nearly half of our employees are 100 percent dedicated in the technical fields of software development, implementation, and technical support of our products, with the remaining staff dedicated to customer service, sales and marketing, project management, and internal operations.

- **Software Development** – Over 20 senior-level development staff with over 60 years of combined experience, specifically in catalog, curriculum, scheduling, and student registration management systems.
- **Data Integration & Consultation Representatives** – 16 full-time integration/consultation experts with a strong working knowledge of integrating CourseLeaf with campus systems.
- **Technical Support** – 26 full-time technical support personnel.

Leepfrog's philosophy is that academic software should not drive institutional policy or process but be adaptable and configurable to institutional business rules, as no two institutions are precisely the same. Many of our clients came to Leepfrog after discovering their out-of-the-box solutions fell far short of meeting their goals and expectations. Therefore, our mission is to aggressively serve our clients by developing industry-leading, relationship-building software solutions customized to each institution. We do not just give you what you have asked for; we help analyze the problem and provide the tailored solution you need to fix it.

Tab (9) 4.3.2 Organizational Profile

State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under.

Leepfrog Technologies

2451 Oakdale Boulevard, Suite 100

Coralville, IA 52241

Phone: (319) 337-3877

Fax: (888) 437-7435

Other names: n/a

Contact information including Principal's name, telephone number, and email address.

Lee Brintle, Founder and President

lbrintle@leepfrog.com

(319) 337-3877

Size of organization.

Leepfrog Technologies currently employs 120 full-time staff.

Number of years established in business, include operation under other Firm names, providing services same or similar as described herein.

Leepfrog Technologies was founded in 1994 and has been providing the higher education software CourseLeaf since 2008. Leepfrog was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.

Number of years in business in the State of Florida.

Leepfrog Technologies is based in Coralville, Iowa.

Resumes of individuals that will have direct role in performance and supervision of this engagement.

- **Lee Brintle – President** is the founder of Leepfrog Technologies and the lead architect for the CourseLeaf Suite. He has developed hundreds of architecture and programming solutions for a variety of companies, colleges and universities, government organizations, and nonprofit organizations over the last 20 years.

Education: The University of Iowa, Iowa City, IA. Master of Computer Science (MCS) and Bachelor of Science, Computer Science.

- **Moses de los Santos – Sales Director** has over 20 years of experience guiding technology software clients through complex decisions by implementing disciplined sales methodologies.

Education: Messiah College, PA. Bachelor of Arts in Computer Science.

Cornel University, NY. Graduate Certificate

- **Matt McGuire – Lead Client Services Manager** uses his experience and knowledge of the CourseLeaf CAT module to analyze and solve clients' pain points. He has over a decade of experience in customer service, project management, and process improvement.

Education: University of Iowa, Iowa City, IA. Bachelor of Business Administration.

- **Jill Wehrheim – Lead Catalog Editor** uses her many years of experience at Leepfrog to ensure she matches clients with the right CourseLeaf solution. Her knowledge of strategic content organization and database systems enables her to assist clients during their CourseLeaf CAT and CIM implementations.

Education: University of Iowa, Iowa City, IA. Master of Arts in Library and Information Science. Southeast Missouri State University. Bachelor of Science in Interdisciplinary Studies.

- **Amy Johnson – Implementation Manager** has 20 years of experience as a project manager and leads the Implementation Team, which is responsible for ensuring a successful adoption of CourseLeaf's educational solutions. She values the relationship she forges with clients as a partner in their implementation journey.

Education: University of Iowa, Iowa City, IA. Bachelor of Arts in Communication Studies.

- **Randy Pospisil – Support & Training Manager** of the CourseLeaf support (CLHelp) and training teams. With over 20 years of experience in education and adult learning, Randy directs the training program and documentation of CourseLeaf software.

Education: The University of Iowa, Iowa City, IA. Bachelor of Arts, Elementary Education. Dallas Theological Seminary, Dallas, TX. Master of Theology.

Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience.

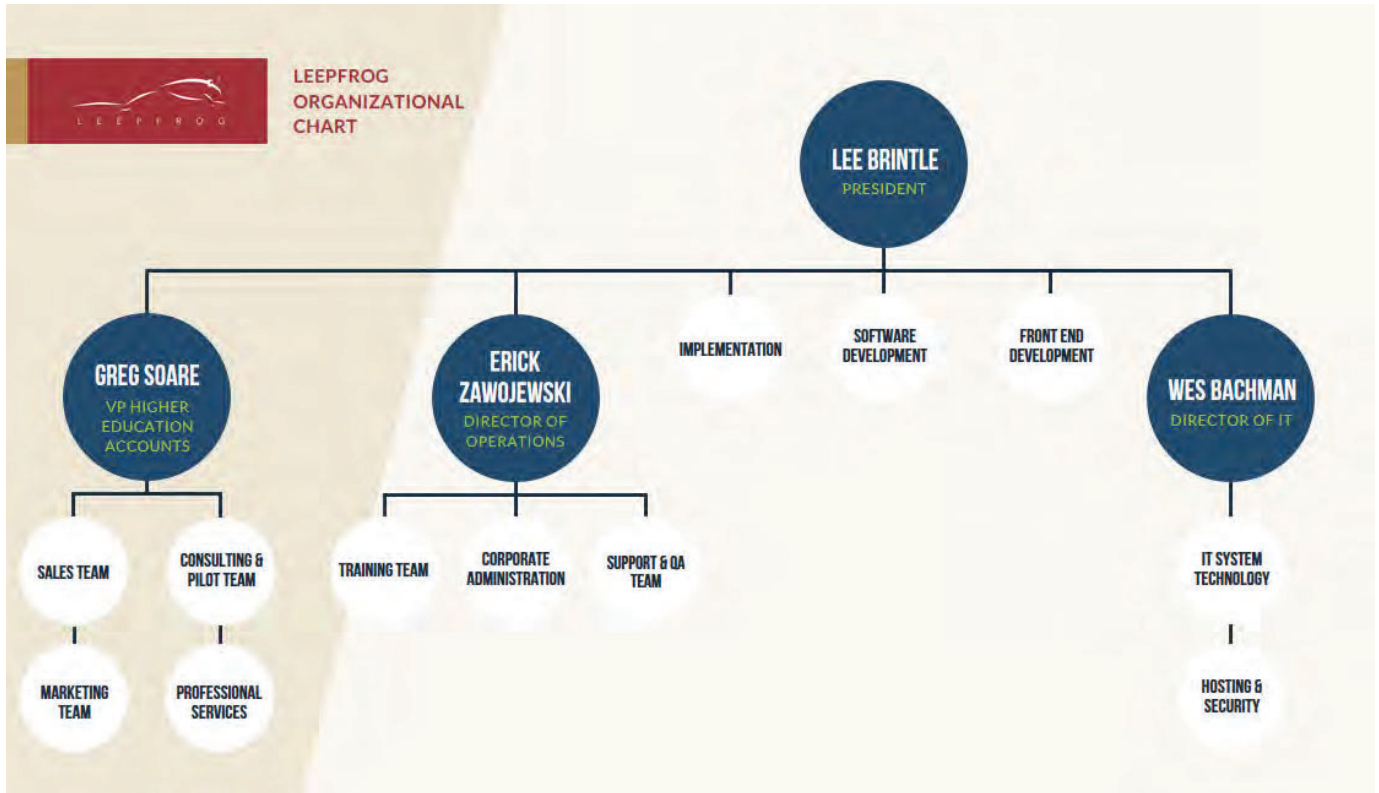
Leepfrog does not have local (Miami-Dade, Broward or Palm Beach) account representatives or direct project staff.

Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation, preferably for higher education or public-sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)

The following CourseLeaf CAT projects can be verified via references requested in Section 4.3.4:

- University of Miami
- Lorain County Community College
- City Colleges of Chicago
- Cuyahoga Community College

Tab (10) 4.3.3 Organizational Chart and Account Management and Staffing



Leepfrog's organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. With over 25 years of experience, we have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Leepfrog is committed to providing exemplary customer service, timely technical support, and online help solutions for our over 425 higher education clients. In addition to the high quality of our products and our partnership approach to software development, our support and customer service has helped position us a clear leader as a provider of effective solutions for higher education. Not only do we provide that support at a level superior to our competitors, but as an inclusive service included in the cost of our products. This approach to customer support is part of the reason why Leepfrog continues to experience over 99% client retention.

Tab (11) 4.3.4 References

Attachment K – Performance Survey Forms for this RFP were sent directly to Broward College by:

University of Miami

Cynthia Connor-Urbina

c.connor1@miami.edu

(305) 284-3132

City Colleges of Chicago

Daniel Pattley

dpattley@ccc.edu

(312) 553-3439

Cuyahoga Community College

Holly Craider

holly.craider@tri-c.edu

(216) 987-2006

Lorain County Community College

Rosemary Schestag,

rschesta@lorainccc.edu

(440) 366-7412

Tab (12) 4.4.1 Proposed Solution

REQUIRED CAPABILITIES

Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study.

This requirement would be met with the CourseLeaf Curriculum (CIM) module, which is outside the scope of this proposal. While CourseLeaf CAT performs as a standalone system, integration with CourseLeaf CIM allows the institution to harness the full power of CourseLeaf and provides a completely streamlined catalog, course, and program process for ultimate efficiency.

CourseLeaf CAT integrates with your CID and Workday software.

Integrates with other institutional systems, such as the student information system (CID and Workday), course scheduling, degree navigation aids, degree audit, assessment and accreditation software.

CourseLeaf views your SIS as the source of truth, and is able to integrate with CID and Workday through powerful data access APIs. The software is able to integrate with a variety of other institutional sources that may use academic information, with primary integration services being provided by XML over HTTPS using a RESTful API.

Integrates catalog management and program of study documentation.

Academic catalogs in CourseLeaf can be arranged and categorized following the requirements set forth by Broward College. There are no limitations to the web design capabilities, formats, information displays, and other Broward College branding and styling requirements within CourseLeaf. The software will display course lists that adhere to College-specific branding requirements and will also total the number of hours required, a feature found most useful by students and faculty alike. Course lists will populate from your SIS on an ongoing basis based upon the effective date of the catalog to ensure course data remains accurate. This allows the catalog organization and navigation to be tailored in such a way as to blend with your master website without having a negative impact on how the content is presented.

The College can categorize and present course and program offerings however you prefer. The presentation of your course and program content is completely customizable to the preferences set by the College; we apply your formatting standards to the style sheets that drive the look-and-feel of your course and program content, so the options are very flexible and tailored to Broward College.

Below is an example of how Cuyahoga Community College (Tri-C) displays their career pathways. Tri-C purchased additional CourseLeaf CAT Impact services to include a unique Academic Pathways landing page that allows students to quickly find and select their Pathway of interest, then filter down for Career Pathways based on time-frame for completion, proficiency, or post-degree profession. The Pathway page also includes links to other information pertinent to student planning such as transfer opportunities, professional development, personal enrichment, career exploration and planning tools, as well as a host of other program attributes.

2020-2021 CATALOG

Find Your Major or Program

About Cuyahoga Community College

Academic Information

Academic Pathways

Business

Accounting

Admissions

Faculty & College Leadership

Paying for College

Student Information

Transfer Information

Course Descriptions

Archives

Getting Started

English & Math Placement Testing

Print Options

Home / Academic Pathways / Business / Accounting

Accounting

Overview

Related Programs/Training

ACCOUNTING

[Accounting, Associate of Applied Business](#)

CAREER PATHWAYS
Many Options for Success

View Related Degrees and Certificates
This program shares coursework with the following degrees and certificates. Use the buttons below to display shared courses.

Short-Term

Select... v

Proficiency

Payroll, Certificate of Proficiency v

Post-Degree Professional

Select... v

RESET

COMPARE COURSES

✔ 17 courses overlap with [Payroll, Certificate of Proficiency](#)

Certificate(s) may have an open elective or an open Math, Communications, Arts & Humanities, Social & Behavioral Sciences, Natural and Physical Sciences that will not display on this page as an overlapping course. See Certificate Program page for complete list of certificate requirements.

ACCT-1041	Individual Taxation	4	✔
ACCT-1311	Financial Accounting	3	✔
BADM-1020	Introduction to Business	3	✔
Select one of the following:		3	
ENG-1010	College Composition I		✔

Lorain County Community College is another CourseLeaf client who uses the automated table generator and hyperlink management tool in CourseLeaf to display the certificate and degree requirements associated with their academic pathways, allowing students to drill-down and explore all elements of the pathway, including short-term certificate, degree, career opportunities, salaries, and a detailed semester breakdown of the required program to meet the pathway requirements.

The screenshot displays the 'Real Estate Short-Term Technical Certificate' page on the Lorain County Community College website. The page features a navigation menu at the top, a sidebar with 'COC 2018-2019 CATALOG', and a main content area with 'Academic Pathways' and 'Real Estate Short-Term Technical Certificate' details. A table shows the 'FIRST YEAR SEMESTER I' requirements with columns for course ID, course name, and hours.

FIRST YEAR SEMESTER I		
COURSE ID	COURSE NAME	HOURS
CIS-121	MICROCOMPUTER APPLICATIONS I	3
ECN-123	MACROECONOMICS	3
ENG-101	COLLEGE COMPOSITION I	3
FNCE-111	REAL ESTATE PRINCIPLES & PRACTICES	3
FNCE-112	REAL ESTATE LAW	3
FNCE-113	REAL ESTATE FINANCE	3
FNCE-114	REAL ESTATE APPRAISAL	3
SNOW-101	COLLEGE 101 I	3
Hours		18
Total Hours		18



"Pathways" is a term that can vary and be defined by each institution. For example, City Colleges of Chicago district, which has 7 colleges and is a CAT and CIM client, defines their Pathways as the suggested sequence of courses. We have also seen institutions refer to this as a "plan of study", "semester sequence", "suggested plan", and more. They house this on a tab in their catalog as shown below. <https://catalog.ccc.edu/academic-program-requirements/air-conditioning-heating-basic-certificate/#pathwaytext>


Home > Academic Program Requirements > Air Conditioning - Heating, Basic Certificate

2020-2021 EDITION

- Academic and Student Policy
- Overview
- Programs Offered by College
- Credit Program Requirements
- Academic Program Requirements
 - A+ Certified Computer Technician, Basic Certificate
 - Accounting Clerk, Basic Certificate
 - Accounting, Basic Certificate
 - Accounting, Advanced Certificate
 - Accounting, Associate in Applied Science
 - Addictions Studies, Basic Certificate
 - Addictions Studies, Advanced Certificate
 - Addictions Studies, Associate in Applied Science
 - Advanced Social Services - Addictions Studies, Advanced Certificate
 - Advanced Social Services - Addictions Studies, Associate in Applied Science
 - Air Conditioning - Commercial Refrigeration, Basic Certificate
 - Air Conditioning - Domestic Refrigeration, Basic Certificate
 - Air Conditioning - Heating, Basic Certificate**
 - Air Conditioning and Refrigeration, Advanced Certificate
 - Air Conditioning and Refrigeration, Associate in Applied Science
 - Alternative Fuel Vehicle Technology, Basic Certificate

Air Conditioning - Heating, Basic Certificate

PRINT OPTIONS
APPLY NOW



College(s):

Program Code: 0178

OVERVIEW
PROGRAM REQUIREMENTS
PATHWAY

Pathway

This is an **example course sequence** for students interested in pursuing Air Conditioning and Refrigeration. It does not represent a contract, nor does it guarantee course availability. If this pathway is followed as outlined, you will earn a Basic Certificate (BC) in Heating.

Semester-by-Semester Program Plan for Full-Time Student

All plans can be modified to fit the needs of part-time students by adding more semesters.

SEMESTER 1		HOURS
AIR CON 101	Intro Air Conditioning I	3
MATH 107	Math For Technicians I	4
Hours		7

Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes.

CourseLeaf's dedicated workflow management administrative screen provides full control to specify the types of information requiring workflow approval and the conditional permission levels for those users who need to approve curricular changes. CourseLeaf includes the ability to create multiple workflow approval paths dependent on proposal type and the academic governance committees responsible for those proposal types, as many departments have committees specific to their academic areas and may have different processes for different types of proposals. The goal with CourseLeaf is to automate workflows in an easy-to-use system. Some of the most powerful features of CourseLeaf workflow include:

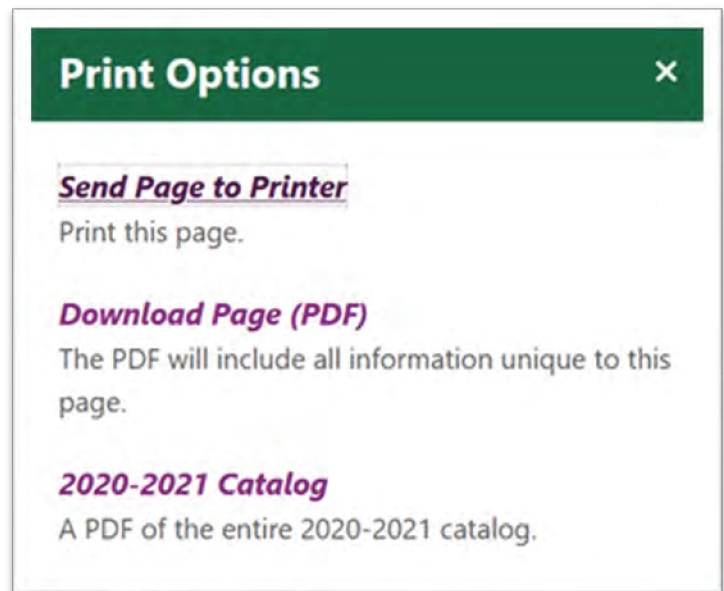
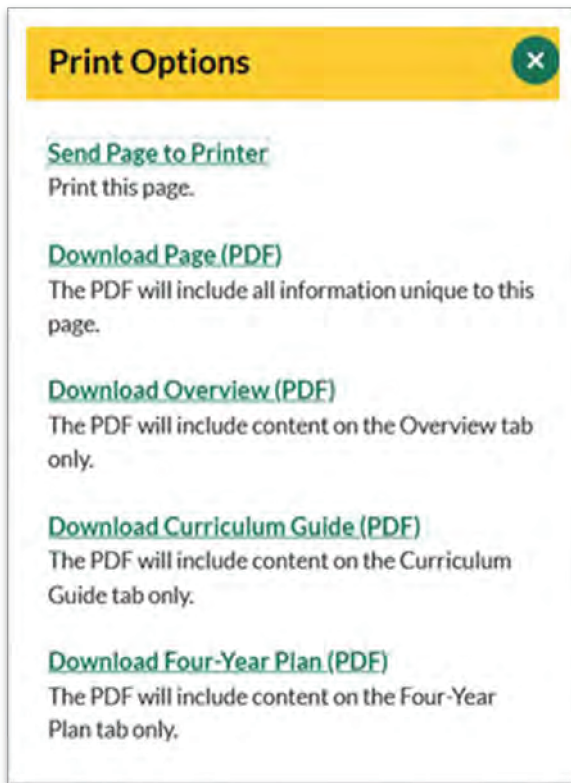
- **Sequencing.** CourseLeaf allows administrators to specify the order in which individuals can act on a section of content. This provides much more control over when and what impact a person will have on the curriculum and is strongly preferred over the 'free-for-all' method of assigning permissions to individuals.
- **Standardized Workflows.** CourseLeaf allows you to set up standardized workflows for easier maintenance. For example, each department may specify standard workflows that follow a pre-defined approval path. This allows them to customize their workflow while still making the management of the entire process much easier for administrators.
- **Placeholder Replacement.** Swap words are customized for each institution and are used to create dynamic steps in workflow. Some examples of dynamic steps using these swap words include Col Dean, Dept Chair, and Subj Director. These dynamic steps are listed as steps in the workflow template and are then swapped out with corresponding roles in role management. For example: Dept Chair in a workflow template will be swapped out with a role matching the workflow step name and including the department code, MATH Chair or BIOL Chair for instance.
- **Data Driven Steps.** CourseLeaf curriculum workflow allows the curriculum administrator to easily define steps in the approval process that may be triggered by data values in the proposal. For example, if a checkbox on the course proposal form indicates that the course is offered as Honors, an additional step or steps may be automatically included in the workflow to allow the Dean of the Honors College to review and approve honors courses. Data driven steps can be used with any fields or values in the proposal and require no human intervention to redirect proposals to all the necessary reviewers.
- **Ease of Use.** CourseLeaf's workflow requires no prior experience and minimal training, using a familiar point and click interface to select individuals and roles for workflow.

CourseLeaf's dedicated Role Management administrative toolset is designed for the task of making it fast, easy, and intuitive for admins to define roles and assign the appropriate faculty and staff. The system is flexible and can be customized to fit your specific business process needs. Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however, the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, rollback, or remain.

Ability to produce an on-line, interactive catalog that can be published in part or as a whole in a hardcopy version.

Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 AA and Section 508 accessible, accurate, and user-friendly catalog. CourseLeaf CAT allows automatic publishing of PDF documents for each page in the catalog. Further, administrative tools provide the ability to combine pages from the site into specific documents for marketing, compliance, or advising. For example, your institution may require a PDF version of your catalogs content for compliance, but also prefers to include a document that only contains information for each college. Both are easily accommodated in CourseLeaf. CourseLeaf catalogs can be exported to PDF and include version information and the branding/formatting standards defined by Broward College. Users can export current and archived versions of the catalog, and CourseLeaf will automatically generate a full, static, accessible PDF catalog that can be downloaded or printed on demand.



Ability to archive past catalogs.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and includes a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published (as some solutions require links to catalog content to be changed each time a catalog is published).

The online catalog version must provide hotlinks and be able to update all references to a course when a change is approved.

CourseLeaf allows users to create catalog text or program entries that link dynamically within the catalog or to external web pages. CourseLeaf features a hyperlink management tool within the CourseLeaf dashboard, making it easy to edit and update any links within your catalog. CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

System allows for configurable role-based permissions and segmented security access.

CourseLeaf offers tremendous flexibility and ease with user access permissions and roles and can define view access to the level of granularity to effectively satisfy the individual needs of the institution. CourseLeaf provides granular, configurable, role-based permissions for Broward College to access the software and manage information. The users and roles may be arranged and configured in a wide variety of ways, with scopes that apply to different levels of data. For example, a user that can edit and approve content in one role may only be able to view the proposal in another role or be able to view and annotate. Within CourseLeaf, there are three basic levels of permissions for users:

- **Administrator.** Administrators are able to execute any action within the system, either on their own or on behalf of another user. Administrators may assign other permissions and may modify almost any system setting.
- **User.** Users only have permission to perform actions that they are either explicitly or implicitly permitted to do. Users may be filtered based on an authentication attribute, such as a faculty/staff indicator.
- **Guest.** Guests are any user on the website who is not logged into CourseLeaf.

Allows form-based input by multiple user types (faculty, associate deans/coordinators, and administrators).

CourseLeaf manages and tracks the relationship and ownership of course, program, and all other academic catalog content through Role Management. CourseLeaf distributes content based on access and permission groups called roles, and each section of content has its own set of people who can act on the content. Through role management, the College will have complete flexibility and control of:

- Who has ownership to what content,
- Who (whether one person or an entire department) can act on the content,
- At what point in the process they can act on that content, and
- What role they can play – be it view only, author, editor, approver, or just notified in workflow.

User permissions in workflow are also role-based. CourseLeaf is very flexible in how roles can be used and managed. A role can consist of one or multiple members. Users can belong to multiple roles in CourseLeaf workflows. In different roles, they may have differing abilities and restrictions to add, edit and view content in

the catalog or curriculum proposal workflow. A user that can edit and approve a proposal in one role may only be able to view the proposal in another role or be able to view and annotate.

Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, roll back, or remain.

Includes the ability to customize and revise forms easily.

CourseLeaf allows for the creation of customized fields for course and program proposal forms and the College can create multiple forms for different request types as needed. There is no limit to the number of fields that can be imported or how the forms are designed and formatted to facilitate data entry. We have experience parsing data from different data sources, ensuring that we deliver a solution that meets the unique business requirements of each institution.

Include an authorization system that tracks approval signatures and alerts users that signatures are needed.

For most institutions, the workflow history (and the permanent archive that's created) in CourseLeaf serves as the official record that each user has completed their approval step in the workflow path, eliminating the need for an additional electronic signature. CourseLeaf is flexible; depending on your specific governance requirements, approval signatures by members in workflow can be attached as files/comments to any workflow proposal.

Track changes to courses and programs made during short-term review processes prior to formal approval so that changes in-process are visible to stakeholders.

CourseLeaf CAT will track and log all edits made by each individual at each step of the workflow process for all changes made. Edits are color-coded with bold green text denoting added information and red strikethrough denoting deleted information. Each time content is changed, CourseLeaf logs the changes by user, date and time, memo/note information, providing an audit trail that covers the life of each catalog. Users can click and see the color-coded comparison to the current information. The links to the revision histories are located in a corner of the screen so users can immediately reference the content in prior iterations. CourseLeaf provides

quick access to prior versions as links in the right margin under the activity log so users can immediately and easily reference the content in prior iterations.

Additionally, users can:

- Click a button to toggle back and forth to see the 'clean' copy as it would appear if all changes were to be approved, versus the edited version with all the proposed changes highlighted.
- Drill down to see the changes made by each individual in the workflow chain, as opposed to the aggregate of all the changes made by prior editors in workflow.

Welcome to the Lilypad University ~~2014-2015~~ **2015-2016** catalog! We are pleased to provide an interactive and searchable catalog online.

The catalog is a comprehensive **guide to serve as a contract between the university and student reference** for your academic studies. It includes a list of all **accredited** degree programs offered at **Lilypad University, MU**, including bachelors, masters, specialists, doctorates, minors, certificates, and emphasis areas. It details the university wide requirements, the curricular requirements for each program, and in some cases provides a sample plan of study. **In addition, the** ~~The~~ catalog includes a complete listing and description of approved courses. It also provides information on academic policies, contact information for supporting offices, and a complete listing of faculty members.

Provide a history of changes to and/or archiving of approved courses and programs that is accessible to individual faculty users, faculty governance, and administrators.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and include a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published. This is not always the case with other solutions that require links to catalog content to be changed each time a catalog is published, adding an unnecessary burden on your staff. Examples showing archived catalogs are here:

- West Chester University of Pennsylvania: <http://catalog.wcupa.edu/catalogarchives/>
- Marquette University: <http://bulletin.marquette.edu/previousbulletins>
- University of Missouri Archive: <http://catalog.missouri.edu/archives/>
- Valencia College Archive: <http://catalog.valenciacollege.edu/catalogarchives/>

Provide communication tools that update stakeholders on changes to courses and programs.

Workflow notifications are automatically email-driven and completely configurable for those who should receive messages. Workflow emails can be configured so they are sent to a variety of user types, including all users in the workflow, single or multiple departments at the same time, or to specific users based on role. These notifications can be automated or sent on demand to alert individuals to deadlines, agenda postings, meeting minutes or other tasks and postings. FYI notifications can also be automatically sent to notify designated individuals (including those not involved in approval workflow) when proposals have passed specific steps in the workflow process or when approvals are complete.

Generate clear reports of the curriculum and catalog changes made in any given academic year.

CourseLeaf CAT users have access to many standard reports that allow users to report on granular data with the flexibility to ad-hoc report on all stages of workflow and approvals through various parameters as needed. Reports can be run on all data inside the CourseLeaf database, so the reporting parameters are very robust. These reporting tools are built into the CourseLeaf solution and provided at no additional charge. Some of the most popular reports include:

- **System Snapshot:** "Thermometer" type of display showing the overall progress report for the entire system or a portion of the system. The report is interactive, allowing for drill-downs, click-to-email contacts, and export the results to Excel/CSV. Useful for CourseLeaf Administrators.
- **Approved:** Report on approved proposals within a user-defined data range. Useful for all users.
- **In workflow:** Report on proposals currently in workflow. Useful for all users.
- **Difference:** Report the changes to a proposal, including approved and differences. Useful for all users.
- **Snapshot:** Report the current data values of approved or edited versions of proposals. Useful for all users.
- **Reconciliation:** Report on differences in the data between CourseLeaf and the SIS. Useful for CourseLeaf Administrators.
- **Role Members:** Report all roles in the system and members or users populating those roles. Useful for CourseLeaf Administrators.
- **Stale Proposal:** Report stale proposals or proposals that have been edited and not submitted to workflow in X amount of days. Useful for CourseLeaf Administrators.
- **Stalled Proposal:** Report stalled proposals or proposals that are stalled at a specified workflow step. Useful for CourseLeaf Administrators.

CourseLeaf reporting provides a complete view of the system. The ad-hoc data warehouse reporting tool (TCFDB) allows users to capture customized views of all data inside the system and run reports with robust parameter sets. All reports can be saved and shared with any institutional member through Excel/CSV, and PDF outputs or HTML/XML web output as the URLs become a direct link for the report. No special software is necessary for reporting within the CourseLeaf solution. Should the College wish to use additional tools outside the built-in data warehousing solution (TCFDB), the CourseLeaf data resides in an SQLite database, which can be queried or exported using a wide variety of third-party tools (such as COGNOS, ARGOS, Crystal Reports, and many others).

Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.).

CourseLeaf has embedded accuracy tools in the software that compare course data and flag inconsistencies. CourseLeaf integrates with your Student Information System to pull versioned information on an ongoing basis and regularly flags inconsistencies between systems.

CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the

catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

Ease of use and learning for application administrator, content owners, and end-users.

CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise.

CourseLeaf implementation includes extensive training and online resources for all College staff (including administrators, IT personnel, and end-users). Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Has a Help function with online tutorials and guides for end-users.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.

More information can be found in the "Ongoing Support Services (CLHelp)" section.

SYSTEMS REQUIREMENTS

Software integration with SIS (CID and Workday)

A basic foundation of our approach to integration for all CourseLeaf modules is that your Student Information System should always be maintained as the source of truth, ensuring that your data is always up-to-date, in sync, accurate, secure and reliable. For this reason, we have developed processes for the secure transmission of data between your SIS and CAT.

CourseLeaf does not push the burden of SIS integration onto the institution, as is the case with some comparable solutions. The advantage offered by CourseLeaf is a more accurate translation of academic data from the SIS into the software; by hard wiring key data points, CourseLeaf ensures that the institution will no longer question data accuracy or worry if the software and SIS data fall out of alignment.

CourseLeaf includes web services to allow information interchange with a variety of external systems in use at Broward. CourseLeaf can utilize APIs from 3rd party applications to import data into the system. Primary integration services are provided by XML over HTTPS using a RESTful interface. All system data and objects are available via the integration platform. The data export formats are extremely flexible, and include raw data export and a well-documented "groomed" data export.

Authentication via Active Directory

CourseLeaf integrates with existing campus single sign-on systems using protocol-based attributes to provide authentication. We can easily integrate with your ActiveDirectory services database through LDAP.

Authenticate existing username and password credentials (SSO)

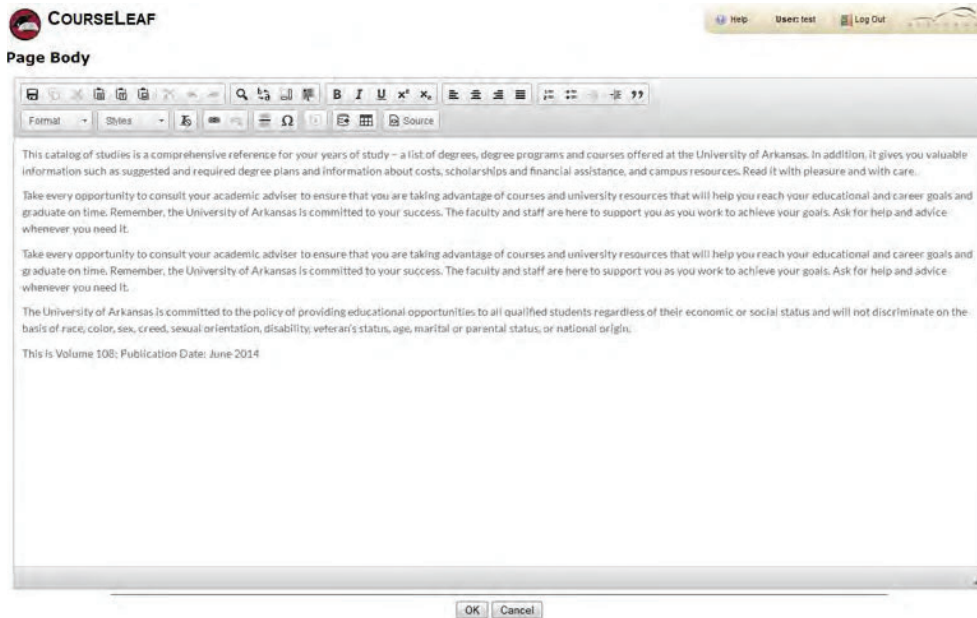
CourseLeaf provides seamless user access as Broward College users transition between multiple systems and/or applications. The software fully integrates with your existing SSO system so users will authenticate with their current campus credentials, freeing them from having to use yet another username and password.

Track Usage Statistics

CourseLeaf uses internal, built-in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand. Analytics have been used by our clients to review statistics and update their catalog accordingly. Schools use core tools within CourseLeaf - such as the built-in analytics - to strategize ways to create a user-friendly catalog that helps drive admissions and enrollment, and generate critical community support. Review published CourseLeaf catalog to see how new students or admissions advisors, program-specific advisors, or even career-centered advisors could use the accessible catalog with individuals across interest and computer literacy levels. The catalog is your contract with the student, a source of truth reaching a wide and diverse audience. You can use analytics in CourseLeaf to learn more about your site in powerful ways.

Easy end-user interface

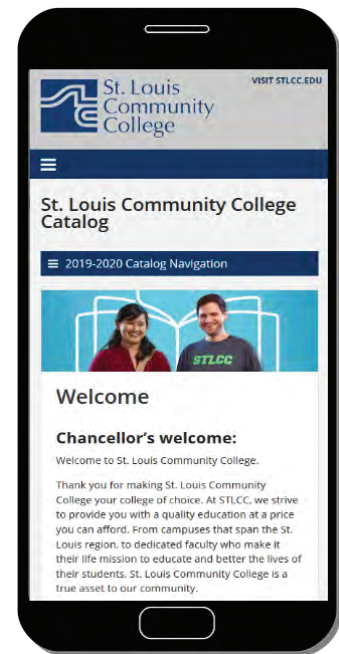
CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise. CourseLeaf routinely receives high marks for the WYSIWYG editor built into the software.



Mobile first layout, but also compatible with multiple types of devices and browsers

CourseLeaf delivers a catalog that is smart enough to adapt itself to the device by design and provides an easy intuitive experience that is critical with a diverse student population. Due to the nature and complexity of your catalog content, CourseLeaf CAT uses HTML5 responsive design technology to account for devices of varying sizes, including desktop, laptop, tablet, and smartphone. Rather than using separate web and mobile sites, the CourseLeaf approach of integrating your content ensures consistent display, faster load times, and the hassle-free experience of accessing data from one location.

CourseLeaf is browser agnostic and supports industry-standard browsers. CourseLeaf can be accessed on Mozilla Firefox 10 or above, Google Chrome version 20 or above, Apple Safari 5 or above, and Microsoft Edge 20 or above. CourseLeaf does not support Internet Explorer. Leepfrog performs rigorous testing across browsers to ensure maximum compatibility and functionality. Please note these are our currently supported browser versions to date and are subject to change as older versions reach end-of-life support by their providers.



Real-time interaction between the hosted software and SIS

CourseLeaf offers full bi-directional, real-time integration with your SIS, automating data transfer between the two systems, and eliminating the errors and need for additional resources associated with manual data entry. More importantly, CourseLeaf maintains your SIS as the source of truth at all times, ensuring that your data is always up-to-date, in sync, accurate, secure, and reliable.

CourseLeaf includes powerful data access APIs to enable the software to integrate with various external sources that may use academic information.

Provide both initial and ongoing training allowing interface with dedicated client services representative consistently via both email and telephone

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services.

Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the full implementation, ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to

the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Support is available 24x7, via email, phone, and web ticket. Please review the CourseLeaf Training and CourseLeaf Ongoing Support Services (CLHelp) sections for more details.

HOSTING REQUIREMENTS

Provide a secure hosting solution

CourseLeaf is cloud-based with robust data security and backup capabilities in place to secure Broward College data. The CourseLeaf solution can be hosted either on AWS or at the Leepfrog facility in Iowa City, IA. Leepfrog maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. All core routers include stateful firewalls custom configured by Leepfrog staff, and all web servers include host-based firewalls, also custom configured by Leepfrog staff. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Support analytic tools and usage information

CourseLeaf uses internal, built in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand.

Support Emerging platform standards

One of the greatest benefits of CourseLeaf is our ability to adapt technically as institutions change over time. As a custom software development company, staying current with new and emerging technologies is part of our DNA. We believe in constant innovation, fostering industry-leading solutions that are designed specifically for higher education.

Provide a documented backup, restore and archive policies and procedures in support of a 24/7 operation

CourseLeaf backs up data on a nightly basis. At least once per week, this array is rotated; at least one rotation is located at an off-site location. Twice per year, the entire solution is permanently archived. In addition to the backups, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups. The "Recovery Point Objective" (RPO) is 24 hours, which provides an objective to include in the recovery all client data that had been entered into CourseLeaf more than 24 hours before the event. The "Recovery Time Objective" (RTO) is 24 hours, which provides the objective to have the disaster recovery sites deployed within 24 hours of an event. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

Provide documented disaster recovery procedures

Leepfrog maintains a detailed disaster recovery plan and the process is tested twice per year in order to ensure correct configuration and operation in the event of facility loss. Our data center has fully redundant HVAC for our server facilities, fire safety and detection systems, and is secured by an on-line Enterprise class UPS dedicated to the data center, which is tested regularly. The facility features redundant routers with full hot standby fail-over and redundant multi-homed internet connections. The data center also features a standby backup generator with automatic fail-over that can power the entire facility in the event of a power failure. This generator is tested regularly and has inspection and maintenance twice yearly. Because no amount of planning and redundancy can make any facility totally secure from catastrophic events, Leepfrog also utilizes off-site disaster recovery in Amazon Web Services.

Provide system security provisions

Leepfrog reviews a number of sources for security vulnerabilities including various public mailing lists, vendor mailing lists, websites, etc. Upon notification of a vulnerability we develop a plan particular to the vulnerability which may include timely deployment of vendor patches, workarounds, service blocking or other remedies. If we detect a security event or incident, or if one is brought to our attention, our first step is to analyze both the cause and impacts of said incident. If the incident is ongoing, we immediately take steps to stop the incident to minimize further damage. We remedy the cause of the incident by analyzing the vulnerability that caused it and installing specific remedies to this vulnerability. In our impact assessment we then attempt to quantify any data loss, data theft, vandalism, denied service, etc. At this point any affected clients are made aware of the impacts of the incident to their business, as well as any steps Leepfrog has made to prevent this and other incidents in the future.

Provide data security provisions

CourseLeaf CAT never uses or stores personal or FERPA protected data, PII, HIPPA, Social Security, or financial data, and, therefore, poses no regulatory or compliance impact to Broward College. Nonetheless, Leepfrog takes your data security seriously and maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Provide an upgrade schedule and a published upgrade plan

Leepfrog provides upgrades, updates, and modifications to the software as they are released, including new features and general maintenance. Leepfrog makes new versions of the software periodically available as the core software is upgraded. These new versions and enhancements are included at no additional charge. School-specific customizations are managed by Leepfrog. This means that the institution would never incur additional fees to upgrade their customizations to new versions of CourseLeaf. This is unusual in the software industry and provides a tremendous value when managing budgets. The institution may select upgrades on its own timetable, at which point Leepfrog support will implement them. There are no upgrades or updates that require the production versions of CourseLeaf to be taken offline for longer than normal operating

system upgrades. Leepfrog typically upgrades clients during a maintenance window between editing cycles; this is done at a time chosen by the client. These maintenance windows are typically very brief; most are scheduled and completed within a four-hour outage window. The maintenance will be performed during a window agreed to by the College, with no less than 48 hours' notice.

Provide a documented Service Level Agreement

Please review Leepfrog's Service and Software Agreement (SSA) at the end of this proposal.

Provide storage limitations on data, bandwidth, usage, etc.

Hosting with CourseLeaf includes unlimited data usage and disk space. Sufficient capacity is afforded to each of our clients and Leepfrog increases storage capacity as necessary. Leepfrog emphasizes excess capacity and availability as common practice within our data center to ensure responsiveness.

Provide documented system monitoring procedures for system failure, environment alerts, etc.

CourseLeaf production systems are monitored by an internal monitoring system, and two third party monitoring systems to detect illegitimate traffic. We also use several software solutions to detect illegitimate connection attempts and refuse connections on an IP-basis. We perform quarterly security scans of all CourseLeaf servers, including web application vulnerability detection. Scans are performed on local machines daily. We utilize additional third-party anti-malware, anti-virus, and anti-exploit software and email scanning for malware and botnets to further safeguard the solution.

Our production and development environments reside on a shared set of public VLAN's, as custom software development is done in conjunction with our customers. Our internal corporate network, including workstations, exists on a NATed and firewalled private IP address blocks as separate VLANs. All core routers include stateful firewalls custom configured by Leepfrog staff. All web servers also include host-based firewalls, also custom configured by Leepfrog staff.

CourseLeaf's primary log file includes date/time, entry type, user name, data target, data action, remote IP address, and ID of the full request. The full request includes data elements, name of the server within the cluster processing the request, full parameters sent to the data action, and many other useful elements.

Provide procedures for alerting customer if/when unanticipated issues arise

Our protocol includes notifying our client via phone and email within a 24-hour window, but this would likely be much sooner. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

PROFESSIONAL SERVICES OFFERINGS

Project Management support for planning, implementation and go-live phases.

Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the planning, implementation (executing), and go-live phases (closing), ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project

manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Initial training program and training materials.

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. Training materials will be provided, and clients will have access to CourseLeaf's Help site.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.

The screenshot shows the CourseLeaf Support website interface. At the top, it displays 'COURSELEAF.COM' and 'CourseLeaf Support'. The main content area features a red header with the text 'Your access key : 1434ohzhyn'. Below this, there is a message: 'The access key provided above can be used to check the status of your request. For quick access to updates bookmark this page. This request has been closed and is no longer available for public viewing. If you need to create a new request please do so by clicking the link below or login to see your complete request history.' A link 'Login or Submit a new request' is provided. To the right, there is a navigation menu with three items: 'Home', 'Submit a Request', and 'Check on a Request'. The footer contains contact information (319-337-3877, CLHELP@LEEPFROG.COM), social media links (Facebook, Twitter), and a navigation bar with links for HOME, SOFTWARE, SUPPORT, CLIENTS, CONFERENCES, and GET IN TOUCH.

Please review the CourseLeaf Ongoing Support Services (CLHelp) section for more details.

Post Go-Live Technical Support.

Each of our partner institutions is assigned a highly skilled CLHelp technical support team representative who provides full technical support on a daily basis, as well as the deployment of any updates, upgrades, or patches as they are released. They are available for phone, email, and web ticket responses 24 hours a day, seven days a week. Your support rep should be your first point for service requests and is familiar with all technical aspects of your unique software customizations. With just over 100 full-time employees, Leepfrog is

able to maintain a tightly integrated, “in-the-know” team that works collaboratively to ensure your solutions meet your expectations through the life of your products. Our development, implementation, and support processes are a streamlined effort of many different disciplines across the organization who communicate as a team to provide the highest level of support in the industry. Requests for support are divided into six different support categories:

- “Public” defect: the software behavior is incorrect, has no workaround, and is impacting the public use of the site. Defects in this category are prioritized above all others, including deploying staff after hours.
- “Next” defect: the software behavior is incorrect, has no workaround and is impacting the institution’s use of the catalog (faculty and staff).
- Client requirement: the software is functioning as specified, but a client-specific change is necessary in order for the software to be usable at the institution.
- Repair: the software behavior is incorrect, but a workaround exists that can be used indefinitely.
- Roadmap enhancement: the requested change is broadly useful to clients and is on the CourseLeaf roadmap.
- Client-specific enhancement: the requested change is not critical and is specific to the requesting client.

The ranking of the “client requirement” tasks is one of the things that makes Leepfrog so unique – we have a “whatever it takes” partnership with our clients that allows us to respond to specific situations at a client in order to create a much more functional product. Detailed support information can be found in the Ongoing Support Services (CLHelp) section in the Technical Proposal.

Consulting services for implementation of future enhancements

We frequently receive requests from clients for enhanced and expanded functionality and add these to our roadmap for prioritizing and planning new releases. A majority of our project enhancements are introduced during implementation projects. CourseLeaf allocates time in each project to address success criteria that may not be met by the baseline product. The allocated time is used to include the enhancements in the implementation. When these enhancements are determined to be applicable to the broader client base they are rolled into the baseline product.

The Leepfrog User Conference is another source of product enhancement. Several sessions are dedicated to ideas for new features and products and are provided as a forum for client feedback. Representatives from diverse institutions meet and discuss product design and what will meet their specific needs. These sessions are often the incubator for new offerings from CourseLeaf.

Leepfrog provides customer outreach and advocacy to assist the College in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon request.

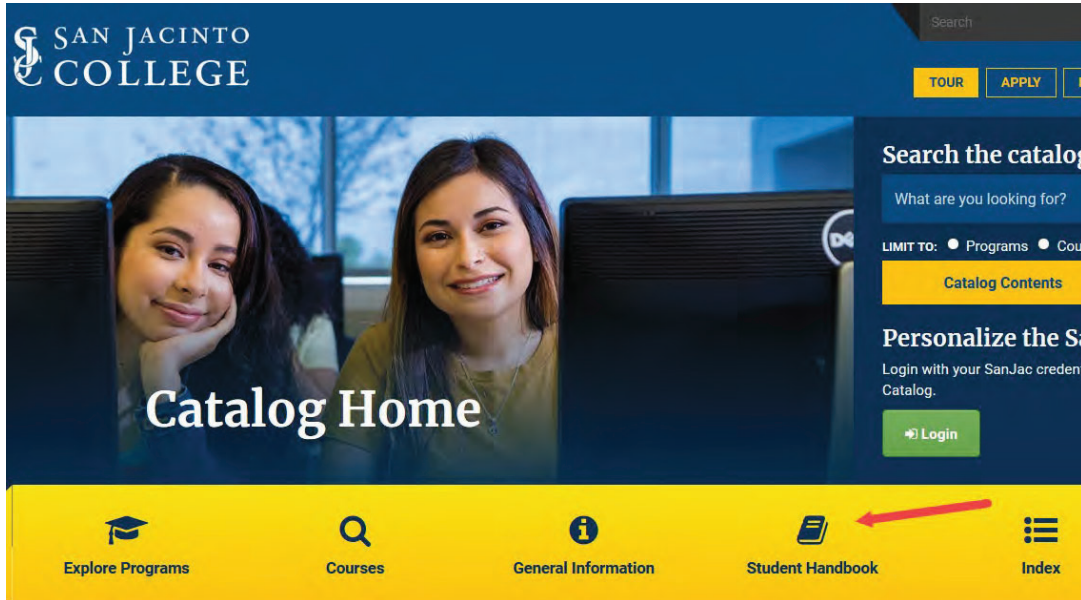
ENHANCED CAPABILITIES DESIRED BUT NOT REQUIRED

If applicable, please detail these below capabilities on the “Value-Added Services” section on the Cost Proposal Form – Attachment H.

Student handbook

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf CAT supports multiple content with ease and regularly publishes undergraduate, graduate, continuing education, student handbooks, policy and procedure manuals, among others. Your Academic and Student Policy and Procedure Manual will have its own separate approval workflow.



Syllabi management tool (historical repository, syllabi templates)

Leapfrog's newest module called CourseLeaf SYL a next-generation syllabi management tool focused exclusively on building accurate, compliant syllabi. SYL leverages multiple data sources to pull in learning outcomes and caters to each step in the syllabi development process by providing powerful templating tools to campus administrators, simple editing tools to faculty, and mobile-friendly and accessible output for students. Leveraging CourseLeaf's well-established interaction with the SIS as the primary system of record, SYL ensures that the accuracy of course information presented in the syllabi is maintained in the midst of constantly changing curriculum and compliance demands.

This feature has been detailed on the "Value-Added Services" section on the Cost Proposal Form.

Catalog & program map information can link to department website and post simultaneous/dynamic updates

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf's sophisticated architecture includes links for better search engine optimization and clearly defined dynamic URLs. We have found that schools using other solutions have to update any links that point to catalog pages (whether internally/in the catalog or externally/department website) because of the URL structure. For example, an institution might have 1,000 pages that must be updated when a new catalog is published, requiring many hours to manually make the updates to prepare for the next publication. In CourseLeaf, each link is configured in a given catalog publication and pointed to the current edition. For

example, the following page is published in the 2020-2021 catalog:

<http://bulletin.temple.edu/undergraduate/academic-programs/>.

When the 2021-2022 catalog is launched, Leepfrog will transition the content at that link over to the archive, and then transition the content from the production site to the same URL link. CourseLeaf eliminates this manual, tedious, and cumbersome process which consumes valuable time and effort from your staff.

Tab (13) 4.4.2 Proposed Methodology

Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.

Each institution's environment and strategic priorities are unique; CourseLeaf client requirements defined during implementation impact scope and agreed upon delivery goals. CourseLeaf implementations follow a Client Responsive project schedule. This means that Leepfrog performs the next piece of development and implementation work once we receive the baton from the client, such as following delivery of your unique Business Requirements or input and testing feedback. For example, some institutions cannot meet a designated three-week turn around schedule and may elect a six-week schedule prior to submitting their specifications. In response, Leepfrog will hold the next step in the project timeline until the institution is able to gather and provide the required specifications.

All software technology implementations are a give and take process; gathering specifications, developing the solution and gathering testing and acceptance feedback. The CourseLeaf Client Responsive schedule awards each institution the opportunity to control this give-and-take schedule based on their needs. Deferred and late delivery of client required inputs will automatically create a Client-Responsive flex in schedule. It is critical that each client attend with active and consistent participation throughout the Implementation.

Project Responsibilities

At the start of the project, Leepfrog will request client documentation such as a SIS data extract, copy of your workflow, and then outlines your business requirements. Our consultants will provide a consultation session to work with your functional leads to analyze the current configurations, setup, and data design in the SIS, which will confirm the full scope of data required to send in the extract files. Leepfrog will inspect the data, confirm it matches the requirements, and load it into the CourseLeaf data structures. Our responsibilities during the project include:

- Manage the project timeline from an external perspective.
- Jointly discuss the technical intake using the CourseLeaf Intake document.
- Integrate CourseLeaf with institution systems from a technical perspective.
- Create an initial set of forms and processes for your review, and jointly evaluate and discuss those in a consulting session.
- Customize the software to meet your needs, based on our joint evaluation. This can range from almost no customization to a significant amount based on scope, timing, and interest.

- Provide training to administrators and end-users on how to use the software.
- Customize CourseLeaf to the publication format provided for web and PDF output.
- Release the final implementation of CourseLeaf for your internal users.

The implementation plan will require resources from College IT support team and other subject matter experts. These resources generally include a small functional team of 2-5 members with working knowledge of the institution's curriculum processes, procedures, and workflows. Members of the functional team generally contribute 4 hours per week and are available for a one-hour weekly call during the entire implementation. The technical team usually includes 1-2 IT members with experience in running data extracts and providing support for installation and testing of the data feeds. This requires approximately 4 hours of installation time for each testing and production environment of the SIS. Members of the technical team should be available for 2-3, one-hour calls to discuss progress and testing plans. College responsibilities will include:

- Designate and task an internal project manager or team leader to interface with Leepfrog personnel and coordinate the College's execution of its responsibilities in launching the solution, and provide adequate internal resources to assure timely deployment. This includes knowledge experts in the curriculum processes and SIS data modelling.
- Provide an extract of its courses along with information to link the departments to the courses.
- Manage the project timeline from an internal perspective.
- Jointly discuss the technical intake with Leepfrog using the CourseLeaf Intake document (Registrar and IT personnel).
- Provide guidance on authentication and protocols, providing an export of course data from the SIS in a tab delimited or similar format, and discussing URLs to use for publication (IT personnel).
- Jointly evaluate the test and production environments with Leepfrog.
- Ensure key administrators and end-users attend training.

Quality Assurance

Leepfrog employs an internal QA testing department dedicated to testing your software solutions as they progress through the development phases and during the final QA testing period before go-live. We follow strict quality control measures that include test documentation and a version release protocol. Leepfrog performs quality assurance testing throughout the implementation process and uses its own regression testing environment, which also provides throughput benchmarks.

CourseLeaf's software development methodology follows a 4-stage process consisting of Development (Dev), Quality Assurance (QA), Testing, and Production. This process accomplishes three goals: setting concurrency controls, tracking changes, and ensuring stability with the client's custom applications.

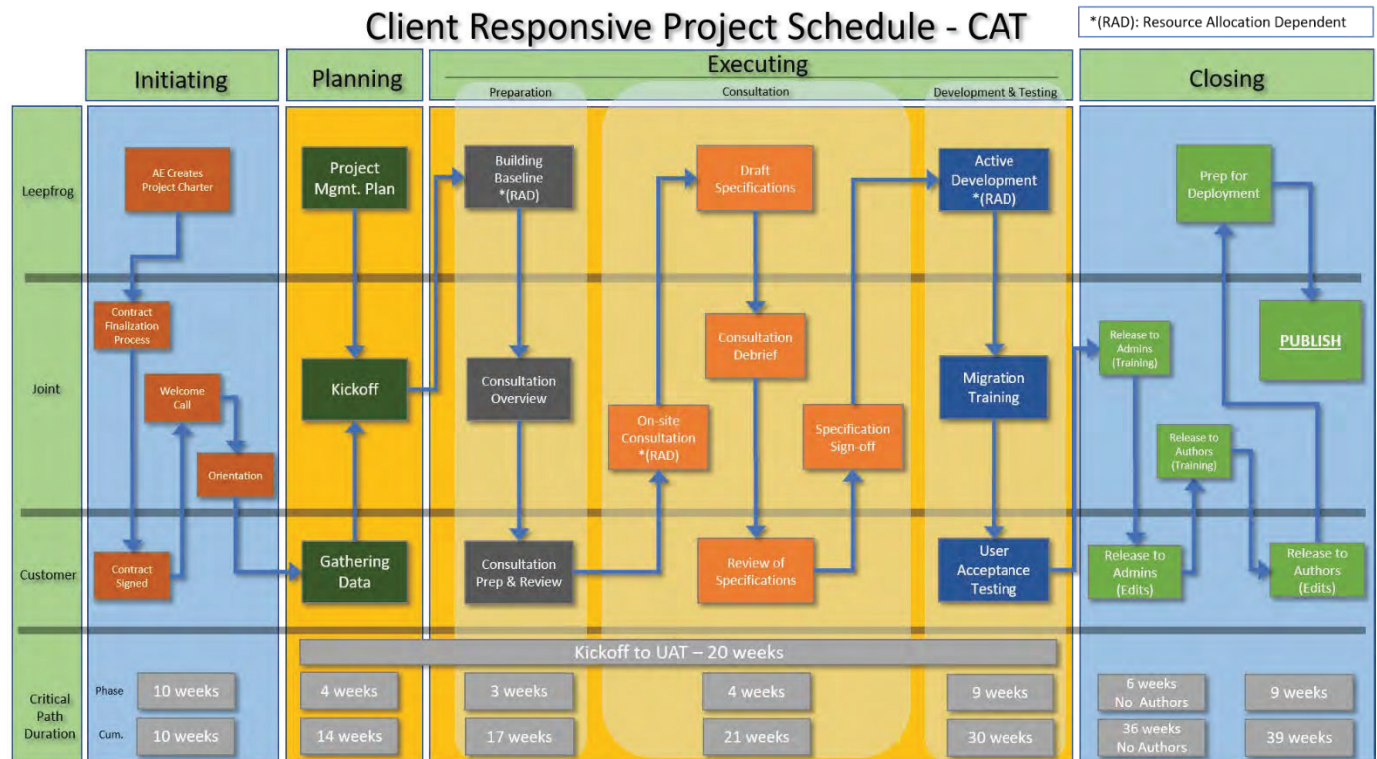
As the CAT and CIM solutions are custom tailored to the unique business requirements of each institution, we provide our clients with customized test plans that include detailed steps for testing functionality of the software as it is designed to work per your specifications. Institutions have access to a CourseLeaf test site and most of the client functionality testing is done once development is complete and the system is moved to

the “Next” environment. The bulk of the testing involves your custom curriculum forms but the following areas are also rigorously reviewed and tested internally by Leepfrog personnel and then by the client.

- **Search Engine Testing** – Testing candidate queries against datasets of indexed pages to verify expected results for each query.
- **Form Sync Testing** – A collaborative working session between the client’s Steering Committee and IT resources, and Leepfrog’s Implementation and SIS Integration teamsto ensure that data from CIM matches the course data in the SIS.
- **Cross Browser Testing** – Testing your website or application in multiple browsers to ensure it works consistently and as in intended without any dependencies, or compromise in quality. This is applicable to both web and mobile applications.
- **Workflow Testing** – Testing the various course and program proposal scenarios to ensure workflow routing is accurate.
- **Allcodes, Cross-Listing & Ecosystem Testing** – Testing to ensure the mapping relationships between courses, programs, prerequisites, corequisites, and cross-listed courses are correct and functional

Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar

Please review the CourseLeaf Implementation section for implementation details.



CourseLeaf Catalog (CAT)

PHASE	ELAPSED WEEKS	WORK HOURS FOR COLLEGE RESOURCES				
		Project Manager	System Admin	Subject Matter Experts	Technical/ System Analyst	End User
Planning/Analysis	1 week	8	4	4	0	0
Requirements Gathering	2-4 weeks	4	4	2	4	0
Design/Build	1-5 weeks	25	40	15	6	0
Testing	6-8 weeks	2	8	8	2	0
Training	2 days	16	16	2	2	2

Other / Value Added / Enhancement Services. Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed methodology. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

CourseLeaf Suite

The CourseLeaf Suite today consists of five modules: CourseLeaf Catalog (CAT), Curriculum (CIM), Section Scheduler (CLSS), Planning, Advising, and Registration (PATH), and Syllabi. All modules integrate with one another, third party software, and other data sources for increased efficiency. The CourseLeaf Suite continues to evolve each year to meet the ever-changing needs of our clients and industry.

CourseLeaf Catalog (CAT): Reinvents how institutions build, publish, and manage their academic catalogs with an intuitive toolset that transforms flat, basic text fields into a dynamic, responsive, and student-engaging environment for today's tech-savvy students. CAT includes dynamic workflow, the ability to track and archive edits, and create a central, efficient editing process. Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 and Section 508 accessible, accurate, and user-friendly catalog. Edit, manage workflows and publish to the web, mobile, and print-ready formats in less time and significantly less effort.

CourseLeaf Curriculum (CIM): Adapts to your institution's unique requirements, maximizes efficiencies and does the heavy lifting for you to promote collaborative planning and approval during the curriculum development cycle. Dynamic next-generation smart forms include institution-specific business logic, data mapping, and automatically drive workflow. Proposal forms use business logic to pre-populate with course and program data from the SIS. CIM displays a CourseLeaf Ecosystem to identify the impact of changes before submitting for approval.

CourseLeaf Section Scheduler (CLSS): Optimizes course section scheduling by centralizing the coordination of course meeting times and setting scheduling rules in accordance with your policies and guidelines. A robust toolset empowers you to visualize schedule distribution across the entire campus, and streamlines how you edit, control, approve, and update the classes offered in a given term, including when they are offered and who is teaching them. Built-in reporting and validation features ensure an error-free schedule every time.

CourseLeaf Planning, Advising, and Registration (PATH): A highly-configurable student advising, planning, and registration module that is both mobile-friendly and universally accessible. Quickly find the right courses, add sections to your CART, and visualize your weekly schedule while PATH automatically conducts pre-flight with fresh data from the SIS. PATH delivers users a personalized experience based on their academic history,

empowering them to confidently register within PATH without needing to navigate complicated registration windows.

CourseLeaf Syllabi (SYL): Our latest module provides a user-friendly interface that allows faculty to quickly and easily build campus-compliant syllabi, maintain a central repository, and publish the information to students and the LMS. CourseLeaf Syllabi leverages multiple data sources that allow administrators and department heads/staff to determine syllabi templates based on class level attributes. Faculty can modify and update their syllabi and publish them to a student-facing website or to a PDF document.

Tab (14) 4.5.1 Cost Proposal Form (Attachment H)

Attachment H – Cost Proposal Form – has been included as a separate excel document.

Tab (15) 4.6.1 Financial Capacity

Leepfrog Technologies' DUNS: 839172814

Tab (16) 4.7.1 Supplier Diversity Small Business (SDSB) Program

Leepfrog Technologies is not certified under the SDSB Program.

Attachment B2 has been included under Tab (3) 4.1.7.

CourseLeaf Implementation & Project Management

COURSELEAF CATALOG (CAT) IMPLEMENTATION PROCESS

ORIENTATION

In the Welcome and CAT Orientation meetings you will meet your Leepfrog implementation team who will guide you through the milestones of your implementation. The Welcome meeting is a high-level discussion designed to introduce teams, confirm the project scope, and identify next steps. The CAT Orientation meeting details the implementation process and outlines the Business Requirements needed to begin the project.

Meeting participants

- Project stakeholders (optional for CAT Orientation)
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Faculty management contact (optional)

Typical agenda items

- Introduction of teams
- Confirmation of scope of project
- Overview of process and milestones
- Review of required documentation known as "Business Requirements"
 - Required to kickoff the project (Business Requirements 1)
 - Required for Migration Training (Business Requirements 2)

GATHERING DATA

Following the CAT Orientation, the baton passes to Client to gather the required documentation to complete Business Requirements 1. Because the CAT module is dependent on the Client's SIS data, the submitted Business Requirements will determine how the CAT solution will look, feel, and function.

Potential effects on implementation timeline

- Delays in completion of required materials will impact the timeline.
- IT resource availability may impact the timeline.

Client responsibilities

- Your Core Team will gather, complete, and send required documentation.

KICKOFF

When Leepfrog has received and verified all required documentation, we will send a Kickoff email noting that Business Requirements are completed and the project will officially begin. At this time, the Client Services Manager will work with you to start scheduling the On-site Consultation.

BUILDING BASELINE

Following the Kickoff email, the baton passes to Leepfrog to build the baseline catalog pages that will be reviewed at the On-site Consultation. Leepfrog audits the collected information and data to verify that everything will integrate correctly into CourseLeaf.

Potential effects on implementation timeline

- Scheduling conflicts may impact the timeline.

Leepfrog responsibilities

- Leepfrog will audit your SIS data extracts and catalog content, begin working with you on the web template design, and build your catalog in CourseLeaf with several fully formatted pages, using standard functionality.

CONSULTATION OVERVIEW

Approximately a week before the On-site Consultation, your Leepfrog implementation team will meet with your Core Team for a webinar to discuss the Consultation agenda, confirm logistics, preview a catalog page, and answer questions.

Meeting participants

- Core Team responsible for catalog implementation
- SIS technical contact
- Faculty management contact (optional)

Typical agenda items

- Introduction to the Consultation
- Review status of Business Requirements 2
- Course display overview
- Faculty management and display overview

CONSULTATION PREP & REVIEW

Following the Consultation Overview, the baton shifts to the Client to prepare for the On-site Consultation. We suggest reviewing the Course and Faculty Guides, PDF documents, and acquiring a sample of faculty data.

Potential effects on implementation timeline

- The timeline may be impacted if the Client does not prepare to make decisions at the Consultation.
- The timeline may be impacted if no faculty data can be acquired for the Consultation.

Leepfrog responsibilities

- Client will prepare decision makers in order to determine specifications during the Consultation.

ON-SITE CONSULTATION

The On-site Consultation is an all-day meeting in which a Leepfrog Implementation Consultant will meet with your Core Team and other campus representatives to discuss specific catalog pages in the CourseLeaf solution. The Implementation Consultant will work with you to decide the catalog specifications that will be used to implement your CourseLeaf catalog.

Meeting participants

- Project stakeholders
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Marketing / Web Design contact
- Faculty management contact (optional)
- Faculty members (optional)

Typical agenda items

- Catalog organization and content layout
- Course data and display
- Faculty data and display
- Template considerations

DRAFT SPECIFICATIONS

Following the On-site Consultation, the baton passes to Leepfrog to document the specifications for your catalog determined in the Consultation. The Functional Specifications Document detailing the decisions will be sent to the Client to compare with their notes to ensure that there are no inconsistencies.

Potential effects on implementation timeline

- Delayed delivery of any supplemental information may impact the timeline.

Leepfrog responsibilities

- Leepfrog will review internally to discuss the decisions made in the Consultation and prepare follow-up questions.

CONSULTATION DEBRIEF

Your Leepfrog implementation team will meet with your Core Team to review the decisions made at the On-site Consultation and discuss the specifications outlined in the Functional Specifications Document.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- Review specifications

REVIEW OF SPECIFICATIONS

Following the Consultation Debrief, the baton passes to the Client to review and approve the Functional Specifications Document. These specifications will be used as we move forward in implementation.

Potential effects on implementation timeline

- Delayed review and approval of the specifications will impact the timeline.
- Delayed delivery of any supplemental information or data identified as required by the Implementation Consultant will impact the timeline.

Client responsibilities

- Your Core Team will review and approve the Functional Specifications Document.

SPECIFICATION SIGN-OFF

After reviewing the specifications document, send an email to Leepfrog to indicate your official approval and migration of your catalog will begin. From this point forward, any changes will be evaluated as a change request and may incur an additional charge and impact the timeline.

ACTIVE DEVELOPMENT

When Leepfrog has received sign-off of the specifications, the baton passes to Leepfrog to begin active development and migration of the catalog. During this phase, Leepfrog formats and reviews all catalog pages according to your specifications and standards. Leepfrog also implements the configurations and customizations determined at the On-site Consultation. For this reason, migration represents the largest amount of time in the implementation process.

Potential effects on implementation timeline

- Consultation specifications, catalog size, content interpretation, and custom development may all impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will begin migration, during which every catalog page is formatted and reviewed to verify that your specifications have been implemented correctly.

MIGRATION TRAINING

Once migration has begun and after the completion of Business Requirements 2, your Core Team will attend a webinar to learn how to access, review, and approve catalog pages in the CourseLeaf CAT software. The CSM will schedule weekly status meetings to check in and answer questions from both teams.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- How to access, review, and approve catalog pages

USER ACCEPTANCE TESTING

After Migration Training, the baton passes to the Client to review and approve each catalog page as it is completed by Leepfrog. Your team will also review and update a Navigation Spreadsheet to indicate any page re-organization or URL renaming needed.

Potential effects on implementation timeline

- Available resources for reviewing and approving the pages as well as any changes requested after sign-off may have an impact on the length of this phase.

Client responsibilities

- Your Core Team will review and approve each catalog page to verify your specifications have been implemented correctly.

RELEASE TO ADMINS

Once migration is complete and your Core Team has approved all catalog pages, the catalog is prepared for the Release to Admins phase. Leepfrog will also generate your full PDF of your catalog. At this point the catalog is turned over to your Core Team, and your Leepfrog implementation team assists you in a support role. Your Core Team completes a detailed review of each catalog page and edits content as needed. A webinar will teach your Core Team the detailed functions and tools in the CourseLeaf solution to aid them during this phase.

Toward the end of this phase, if your implementation plan includes releasing the catalog to end users for editing, your Core Team will document the ownership and approval workflow for each catalog page. Leepfrog will then load the page owners and workflow into CourseLeaf before the pages are released to authors. Releasing to authors includes a two-day on-site training where your end users will learn how to review and edit pages for the next catalog edition.

Potential effects on implementation timeline

- Catalog size, the number of updates to be made, and available resources may impact the length of this phase.

Client responsibilities

- Your team will complete any updates, approve every page, and review organization.

PREP FOR DEPLOYMENT

After edits are completed, the baton passes to Leepfrog to prepare your catalog for publication. Your Leepfrog implementation team will create a preview site of your catalog for your final review; then Leepfrog and your administrators will work together to finalize the site for publication.

Potential effects on implementation timeline

- The number of revisions needed to be made to content or course data may impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will work with you to create a preview site for final review and publish when you determine it is ready.

PUBLISH

When you approve the preview site, Leepfrog will publish your catalog to your public site.

CourseLeaf Training

Leepfrog provides extensive training and online resources for all College staff (including administrators, IT personnel, and end-users), which is included in implementation. Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Following implementation, training is typically conducted over a two-day workshop for administrators, technical staff, and end-users of the system. CourseLeaf clients have found the training with end-users to be extremely valuable – not so much for learning the software, which is intuitive and user-friendly, but more to smooth the transition to a new process, facilitate end-user buy-in, and identify areas where CourseLeaf can be adjusted to better suit your environment.

The training will be scheduled around the College's timelines and is broken down into several groups for a more concentrated training session. Training is tailored to your needs and uses College-specific content. Training for administrators takes approximately four hours over the two days, and training for end users consists of two-hour workshops where authors bring actual work they need to accomplish and are able to complete the work in real time. The two-day training led by a Leepfrog trainer concludes the bulk of the implementation. Leepfrog's training methodology has proven most effective across a broad range of schools, personality types, and cultures.

Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. All clients are also provided access to LilyPad University, which serves as a repository of online learning resources including access to live product-specific or topic-specific webinars at no additional charge. Additional training is always available to be contracted if requested.

Clients also have access to an online CourseLeaf user community where Leepfrog staff and clients discuss topics, share advice, and ask questions. In the summer months, CourseLeaf offers numerous live Encore Presentations in webinar format to address a variety of topics related to CourseLeaf functionality. These webinars are generally an hour in length and presented by Leepfrog staff with time for questions and answers. Additional refresher training via webinar format can also be provided as contracted. Webinars usually range in time from one to two hours depending on what the client would like us to cover.

We also host an annual Leepfrog User Conference (LUC) to offer advanced training sessions and solicit feedback from our most important sources – our clients. Our latest conference was held virtually in February, 2021. LUC covers best practices, highlights new features and products, offers SIS intensive workshops, advanced training workshops, refresher trainings, and one-on-one time with Leepfrog and other peer client institutions through LilyPad Labs.



CourseLeaf Ongoing Support Services (CLHelp)

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and Development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee agrees to the following responsibilities:

- Designate point of contact for Licensee's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.

1. Hours of CLHelp Support Services

Support Hours

Standard	24x7
Holidays	Except all United States Holidays

2. How to report Issue and Establish CLHelp Ticket

Licensee may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	clhelp@courseleaf.com
Support Portal	https://helpspot.courseleaf.com , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4. Product	Identify CourseLeaf product affected / impacted.
5. Page(s), Course (s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.

4. How to check the status of an Issue

Step 1	Visit https://helpspot.courseleaf.com
Step 2	click "Check on a Request"
Step 3	enter Access Key

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee and are cross-trained to ensure all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensees are encouraged to reference this HelpSpot ticket number throughout the life of the Issue. By visiting <https://helpspot.courseleaf.com> and clicking "Check on a Request", Licensee can enter their access key and view the history of any Issue reported.

5. Classification of CLHelp Ticket

Upon report of Issue, Leepfrog will review the information reported and will classify based on the information below.

Clarification of Issue Reported			
	Classification Description	Included in Support	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	Yes. CLHelp will coordinate with Licensee's assigned Leepfrog CSM and other resources as may be required in solving the Issue.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Access to LilyPad University	Pre-taped and online webinar training supporting the use of CourseLeaf Product. CLHelp empowers Licensee and their End Users to utilize self-help tools to gain the most effective use and benefits of the CourseLeaf software.	Online webinar training is available at Leepfrog's LilyPad University for all administrators and End Users. A list of available training can be found on the Licensee Help Site.	None.
Refresher Training	Online webinars for clients who may need additional support following a software patch or Upgrade. These webinars clarify the change and provide answers to frequently asked questions.	Up to one (1) hour of customized online webinar training.	None.
Training	Licensee's request for Leepfrog to come onsite and/or to prepare specialized training. This is often used by clients who have new personnel in a critical CourseLeaf product role or have experienced high turnover in their administrative support roles.	On site or webinar training is available for all users.	This work will require a SOW and may include additional scope, schedule and cost.
Template Refresh	Available free of charge once each year on a limited basis and upon written request of Licensee, Leepfrog will refresh one (1) CAT template in look and feel to maintain consistency with Licensee branding guidelines. See Template Refresh section below for more information.	HTML, CSS and JavaScript must meet existing functionality. See Template Refresh section below for more information.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
CourseLeaf Professional Services	Leepfrog's Professional Consulting Services available to give student-user-impact to your CourseLeaf products.	CourseLeaf Professional Services (CPS) are available for all users.	This work will require a SOW and may include additional scope, schedule and cost.

6. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee, discuss and jointly develop a plan with Licensee prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

Leepfrog is not responsible for correcting any errors not attributable to Leepfrog and those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Leepfrog.
- Any alterations or additions to the software by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.
- Use of the software or service in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of the Software.
- Interconnection of the software with other software products not supplied or approved in writing by Leepfrog.

CLHelp Ticket Prioritization						
	1	2	3	4	5	6
	Public Defect Severity	Next Defect Severity	Licensee Requirement Severity	Repair Severity	Roadmap Enhancement Severity	Client-Specific Enhancement Severity
Software Behavior	Incorrect	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is required to for software to be usable at License location. Support assessment and scheduling availability is required.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee	Will be determined in joint discussion with Licensee	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee

7. Template Refresh

Template Refresh means Leepfrog's service to update your CAT Template look and feel to remain consistent with any Licensee branding changes. This service is available free of charge once each year on a limited basis. Comprehensive changes and updates are available as part of Leepfrog's Impact Services. CLHelp will work with you to determine which refresh options best fit Licensee needs.

8. Leepfrog User Community (community.courseleaf.com)

In support of Leepfrog's training and LilyPad University classes, Leepfrog also offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lftraining@leepfrog.com for any training, LilyPad and User Community questions.

9. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee request.

10. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a week-long users conference. LUC is an exciting and engaging experience where our clients can:

- Meet their Leepfrog team.
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional).
- Participate in additional and unique training opportunities.
- Engage with peers who are using the various CourseLeaf solutions.
- Hear about ways to enhance your use of the CourseLeaf solutions.
- Learn about new and upcoming features and products.

11. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing Support Services, is available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee's Issue and request and will forward this information to the Leepfrog Sales Executive who will develop a SOW for Licensee review and signature.

12. Backups

Data backups of the Iowa City, IA, Leepfrog Data Centre are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

13. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring of the solution. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

14. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the problem and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance

procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

15. CourseLeaf Hosting

CourseLeaf's optimal hosting environment is at the Iowa City, IA, Leepfrog Data Centre where we host over 98% of our clients. If Licensee plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

16. Licensee On-Premise (Self Hosting)

Upon Licensee request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

17. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

18. Suspension of Services

Leepfrog may suspend use by Licensee to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog believes that Licensee's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If reasonably necessary to prevent unauthorized access to Licensee Data;
- c. If Licensee's undisputed accounts are more than 90 days past due; or
- d. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee to any Services, Leepfrog will:

- a. Promptly provide Licensee with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

19. Data Security and Integrity

Leepfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leepfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leepfrog's own confidential data. Leepfrog will provide access to Client Content only to Leepfrog employees, agents and contractors with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence. As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach of its security or data, or a breach, compromise of, intrusion or vulnerability in the Leepfrog Technology, Leepfrog will:

1. notify Licensee of such breach or potential breach as soon as reasonably possible;
2. investigate and remediate such breach or potential breach at least to the extent required by law, and
3. if the breach or potential breach resulted from a failure or weakness in Leepfrog systems or Leepfrog's procedures, provide Licensee with satisfactory assurances that the breach or potential breach will not recur;

Leepfrog will reasonably cooperate to assist Licensee in: (a) identifying individuals potentially affected by the breach and (b) providing any notifications required by applicable law.

20. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

CourseLeaf Exceptions to the Terms & Conditions

Legal Exceptions – Broward College RFP-2021-057-JH

Deviations to the document “Sample Standard Contract”

Page	Section	Comment
1	1. Invoices and Payments	See Section 8 Fees and Exhibit A Payment Terms of Leepfrog’s Software and Service Agreement (SSA)
1	acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein	Leepfrog will deliver based on the respective Module Exhibits of the SSA, including the specifications and requirements as supplied to Leepfrog and as mutually agreed during Implementation. See the respective Exhibits in the SSA.
1	2. Indemnification	See Section 13 Indemnification of the SSA for Leepfrog’s Indemnification obligations.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog’s indemnification obligations terminate with the termination of the SSA. See Section 13

		Indemnification of the SSA.
1	3. Indemnification for infringement of any intellectual property claims	See Section 13 Indemnification of the SSA for Leepfrog's Indemnification obligations.
1	("Materials")	Leepfrog will provide Indemnification for its software and services
1	Vendor warrants that the materials are owned by or licensed to the Vendor	Leepfrog does not warrant non-infringement. Leepfrog does represent that we either own or have the corresponding license right to use all materials. See Section 2 License, Section 3 Ownership and Section 13 Indemnification of the SSA.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog's indemnification obligations terminate with the termination of the SSA. See Section 13 Indemnification of the SSA.
2	4. Termination for Default	See Section 12.3 Termination for Cause of the SSA. Leepfrog will look

		for Section 12.5 Obligations /Effect of Termination in all cases.
2	The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's material breach of contract.	Added language See Section 15 Limitation of Liability of the SSA
2	5. Termination for Convenience	See Section 12.2 Termination for Convenience and Section 12.5 Obligations /Effect of Termination in all cases.
2	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.	Leepfrog will look for payment based on Section 8 and Exhibit A and Section 12.5 Obligations /Effect of Termination in all cases of the SSA.
2	6. Audit The Vendor shall agrees to maintain all records, books and documents directly pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. With advance written notice, Leepfrog will cooperation with The College shall have inspection and for an audit rights to such records for a period of 3 years from final payment under this Contract, at College expense . 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 .	Added and removed language
2	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,	Removed language

	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.	
2	<p>8. Public Entity Crimes/SDN List</p> <p>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 directly applicable laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes, subject always to Section 12.5 of the SSA. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.</p>	Added and removed language
3	<p>9. Public Records/Request for Contractors</p> <p>To the extent required by applicable law, Leepfrog agrees to provide The Vendor shall allow public access to applicable 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.</p> <p>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 will must comply with applicable public records laws, and will shall:</p> <p>(a) Keep and maintain public records required by the College to in performance of the service.</p> <p>(b) Upon written 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.</p> <p>(c) Treat any Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements as Confidential and are not disclosed except as authorized by law or by this Contract for the duration of the contract term. and following completion of the contract if the Vendor does not transfer the records to the College.</p>	Added and removed language

	<p>(d) Upon completion of the Contract, Leepfrog will keep records as required in Section 6 Audit. 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</p> <p>[...] AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL SHALL MAY CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION FOR CAUSE PURSUANT TO PARAGRAPH 4 SECTION 12.3 OF THE COURSELEAF SSA.</p>	
4	<p>10. No Waiver of Sovereign Immunity</p> <p>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.</p>	Removed language
4	<p>11. College's Tax Exemption</p> <p>The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes of its employees resulting from this Contract.</p>	Added language
4	<p>12. Assignment/Guarantor</p> <p>Neither party 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 other. 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</p>	See Section 16.3 Assignment of the SSA

	<p>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.</p>	
4	13. Force Majeure	See Section 16.6 of the SSA
4	14. Amendments	We agree. However, we do have a SOW of process and I just want to clarify the distinction between a SOW for projects and amending the Terms of the SSA.
5	<p>15. Entire Agreement</p> <p>This Contract including the CourseLeaf Services and Software Agreement and all its Exhibits and Attachments 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.</p>	<p>See Section 16.1 and 16.7 of the SSA</p> <p>Added language</p>
5	<p>18. Vendor Not to Limit Warranty</p> <p>Leepfrog will provide Warranties in accordance with Section 11 Warranties and Disclaimer of the CourseLeaf Services and Software Agreement. The vendor shall not limit or exclude any express or implied warranties and any attempt to do 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 in accordance with industry standards.</p>	Added and removed language
5	19. Terms/Provision	See Section 16.7 Waiver of the SSA
5	<p>20. Statement of Services</p> <p>Reserved. 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</p>	Leepfrog does not agree to time is of the essence provisions based on our collaborative Client Responsive

	<p>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.</p>	<p>Project Schedule. See Section 7.2 of the SSA.</p>
6	<p>21. Compensation/Consideration</p> <p>The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in Exhibit A of the SSA and as otherwise provided in the SSA. 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 may terminate this agreement subject to Section 12.8 Termination Due to Non-Allocation of Funds of the CourseLeaf Services and Software Agreement. 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.</p>	<p>Added and removed language</p>
6	<p>22. Insurance</p> <p>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</p> <p>\$___in general liability insurance, \$___in automobile liability insurance, \$___in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all</p>	<p>See Section 14 Insurance of the SSA</p>

	<p>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.</p>	
6	<p>23. Ownership</p> <p>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.</p>	<p>Leapfrog does not perform works for hire. See Section 2 License and Section 3 Ownership of the SSA.</p>
6	<p>24. Compliance/Licenses</p> <p>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</p>	<p>Removed language</p>
7	<p>25. Independent Contractor</p> <p>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</p>	<p>See Section 16.5 Independent Contractor of the SSA</p>

	proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.	
7	26. Disputes	See Section 16.13 Disputes of the SSA.
7	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.	Removed language
7	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 as quickly as possible 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.	Leepfrog has very few subcontractors/independent contractors but these agreements are already in place Added and removed language
7-8	29. Background Checks <u><i>This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.</i></u> Reserved as to Leepfrog. 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	Added and removed language

	<p>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.</p> <p><u>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."</u></p>	
8	<p>30. Marketing</p> <p>Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards. With written consent, However, Vendor is prohibited from may obtaining and use 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. <u>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.</u></p>	Added and removed language
8	<p>31. Employment Benefits</p>	See Section 16.5 Independent Contractors of the SSA
8	<p>32. Stop to Work Order</p> <p>With written notice, The College may require 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 to the public, or the possibility of damage to College equipment or College 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</p>	Added and removed language

	<p>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, with the understanding that Vendor will have the opportunity to modify project schedule, scope and cost based on the circumstances presented and the work stoppage dates. In response to College's work stoppage order, Leepfrog will The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and will work with College to remedy such circumstances. Until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the Leepfrog will provide College with a SOW modifying project scope, schedule and cost, as applicable and such mutually executed SOW will College may amend this Contract to reflect agreed any changes. to the Statement of Work and/or the project schedule.</p>	
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CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and _____ ("Licensee" or "Client"), located at _____.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee in accordance with the terms and conditions of this SSA.
- C. Licensee and Leepfrog wish to enter into a cooperative agreement to enable Licensee to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Application(s)"** means an academic catalog management system and modules to generate, manage and deliver information products to internal and external consumers and End Users.
- 1.2 **"Business Requirements"** The gathering and review of Licensee's data which includes and may not be limited to the following: Course and Program Specifications, Workflow Specifications and Student Information System (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data words, images, graphics, fonts, property and other content Licensee requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include but are not limited to the modules of CAT, CIM, CLSS, Syllabi and PATH, including its respective piece parts and related offerings.
- 1.5 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee which are required to satisfy the Technical Requirements as identified during Implementation or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee, and upon or within which the Implementation is dependent and the Software is intended for use.
- 1.6 **"Developer Partner Program"** means Leepfrog's program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.7 **"Documentation"** means this SSA and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.8 **"Effective Date"** means the date of the last signature to this SSA.
- 1.9 **"Emergency Support"** means Leepfrog technical support services available after Hours of Operation.

- 1.10 **“End Users”** means those persons who are faculty, agents and/or staff of the Licensee who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee’s information systems department or independent contractors engaged by the Licensee who are tasked with support and maintenance of the Licensee’s information technology systems.
- 1.11 **“Enhancement Request”** means a request by Licensee to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.12 **“Fix”** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.13 **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.14 **“Leepfrog Technology”** means the CourseLeaf Products, computer Software and supporting Documentation supplied by Leepfrog to Licensee under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment product, and the intellectual property rights contained therein. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.
- 1.15 **“Hours of Operation”** means Leepfrog’s standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog.
- 1.16 **“Fees”** are the monies due and owing to Leepfrog from Licensee for the CourseLeaf Products and Services. Licensee payment is due thirty (30) days from Invoice Date.
- 1.17 **“Ongoing/Subscription Support Services”** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee during the Term .
- 1.18 **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.19 **“Services”** means the installation, implementation, configuration, migration, training, support, ongoing support services, subscription services, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.20 **“Software”** shall mean the Applications for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.21 **“Statement of Work” or “SOW”** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this SSA. SOWs shall be executed by both parties and bound by the terms and conditions of this SSA, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.22 **“Subscription Services”** means a purchase by prepayment for receiving Services.
- 1.23 **“Technical Requirements”** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this SSA and its Exhibits.
- 1.24 **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.25 **“Test Environment”** means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee’s academic departments, and the related documentation.

- 1.26 **“Test Environment Period”** means the period commencing upon the date any work whatsoever is performed on Licensee’s catalog and continuing until the date modifications recommended by the Leepfrog’s test environment group are incorporated.
- 1.27 **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.28 **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.29 **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee’s software, firmware, hardware, wireless communications device, computer system or network.
- 1.30 **“Work Order”** means a document describing the technical services Leepfrog will provide and may be part of a Statement of Work. All Work Orders will serve as an Exhibit to this SSA and be bound by the terms and conditions of this SSA unless otherwise expressly provided and agreed in the Statement of Work.

2. License.

- 2.1 Subject to payment of the Fees described in this SSA, Leepfrog hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, non-transferable and nonassignable license to the Documentation, Leepfrog Technology and the Software all solely for Licensee’s business purposes by the End Users, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. Licensee hereby covenants that it will not modify the source code of the Leepfrog Technology in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
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- 3.4 Licensee and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee. Licensee may request retrieval or delivery of their Client Content and catalog information residing on Leepfrog's servers at any time.
- 3.5 Licensee agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee's attention during the use of the Leepfrog Technology will be owned by Leepfrog, and hereby assigns to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6 Licensee agrees to provide the appropriate use license for Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their images,

graphics, fonts or other property that is requested by Licensee to be placed either on the web site and/or in the print catalog of the Licensee's CourseLeaf product on Licensee's behalf.

- 3.7 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the documentation shall be in electronic form, together with a copy of the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a Leepfrog hosted environment pursuant to this agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee as outlined in the respective Exhibits. These Services may include but are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is at Leepfrog's sole discretion. All Ongoing/Subscription Support Services provided to Licensee by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this SSA, not to make additional charges for delays caused by Licensee in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software licensed hereunder, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing Support Services.
- 5.2 Other Modifications. Licensee acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be deployed by Licensee, as well as other parties. To the extent Licensee requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work and/or Work Order shall control.

6. Security and Protected data.

- 6.1 Licensee has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures to protect any student data/records held by Licensee and required by Leepfrog to perform the Services from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog will store and use such records consistent with its Data Security and Processing Policy. Licensee shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee as between the Licensee and Leepfrog.
- 6.2 Licensee has control over and may limit the type of Protected Data to provide to Leepfrog, but this may limit some of the available features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder,

that Licensee shall not send or transmit such health or financial information to Leepfrog and Licensee will hold harmless Leepfrog from such disclosure pursuant to the agreed Indemnification obligations (Section 13).

- 6.3 Leepfrog's Services may require certain information, whether from the Licensee's student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, academic level, classification, instructor, declared programs, course history, etc. ("Protected Data"). Some of the Protected Data may be public information such as Licensee's Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)).
- 6.4 In the event Licensee is purchasing a CourseLeaf service or module, specifically the PATH module and related services, Licensee acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee managed authentication process through an internet browser running on the student's personal computer or other device, and PATH, to search classes and plan for registration based on that student's academic history.
- i. PATH operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee's security and encryption protocols and does not transmit such data to Leepfrog or Leepfrog third parties.
 - ii. Accordingly, Leepfrog warrants (a) the PATH application, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Protected Data to unauthorized recipients or unintended recipients including Leepfrog's employees, agents or subcontractors, and (b) no Leepfrog employee, agent or subcontractor shall use PATH to disclose Protected Data to unauthorized recipients or unintended recipients.
 - iii. Further, subject to Section 6.2(iv), Leepfrog will indemnify and hold harmless Licensee from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee from any such diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a breach of the warranty in Section 6.4(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leepfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because Leepfrog has no control over security measures associated with the student's device, Licensee's network environment or Licensee's authentication process, Leepfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees, Leepfrog will provide the Services as detailed in the respective Exhibits attached hereto.
- 7.2 Client Responsive Project Schedule. Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Clients have the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee by Leepfrog or requested by Licensee, to facilitate the use of the Leepfrog Technology shall be in the form of an exhibit, Statement of Work and/ or Work Order. Licensee must be current with all Fees due under this SSA prior to Leepfrog providing any additional products or services, whether under separate exhibit, SOW or Work Order.
- 7.4 Licensee is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to an inevitable disclosure of Licensee's Confidential Information.

- 7.5 Licensee hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

8. Fees.

- 8.1 In consideration for the License and Services offered under License Sections 2 License and Section 7 Services, Licensee agrees to pay the Fees during the Term in accordance with the payment terms in Exhibit A.
- 8.2 All payments to Leepfrog from Licensee shall be made by ACH transfer, check, money order or cashier's check, in U.S. currency, on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.
- 8.3 Until Licensee provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee.
- 8.4 Leepfrog will separately invoice Licensee for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW or Work Order. If Licensee fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services if Licensee fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee for delay or damage caused because of such suspension of Services.
- 8.6 Where applicable, Licensee shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee.

9. Licensee Obligations.

- 9.1 Licensee agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee's database environments, data services technical requirements, decision making, workflow and more as required to facilitate development, delivery and support of the Leepfrog Technology. Should Licensee be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee's expense.
- 9.2 Licensee shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee's technical obligations. Licensee will designate at least one Licensee employee qualified to address technical support issues.
- 9.3 Licensee shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, implement and maintain Software for use by Licensee. Licensee agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property

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- 9.5 In the event Licensee elects to self-host the CourseLeaf product solution, Licensee shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog Technology. Licensee shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee is responsible for all ongoing maintenance of Licensee systems.
- 9.6 During the Test Environment Period, Licensee agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Notwithstanding any other provision of this Agreement, Licensee acknowledges that the Test Environment is provided to Licensee "as is" and Leepfrog makes no warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 "Confidential Information" means all information and data relating to the Parties' technology products, services or business, in whatever form such information may be disclosed, including without limitation: Client Content, licensee data, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary information and products and trade secrets of Leepfrog and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions from which Leepfrog derives independent economic value and/or trade secrets under applicable law and shall be protected. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below. Licensee may develop its own training material or documentation solely for its own internal purposes, but agrees to keep any such material in password-protected area not available to the general public and clearly label such material as Confidential and Proprietary.
- 10.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensees or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee or any Licensee agent, as contemplated herein and as provided in this SSA.
- 10.4 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; or, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; or (iii) publicly available without breach of this SSA; or, (iv) known to the receiving party prior to its receipt from the disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction, in which case the

party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.

- 10.5 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers Trade Secrets and, (ii) dispute the release of information for reasons of trade secrets.
- 10.6 Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.7 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Leepfrog and Licensee warrant that each has full power and authority to enter into this SSA.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further represents and warrants to Licensee that the Leepfrog Technology, as delivered to Licensee for production use, shall: (i) shall perform in accordance with this SSA and Documentation; (ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any catalog information without Licensee's consent.
- 11.4 Leepfrog warrants that it shall implement and maintain an information security program, including reasonable safeguards and controls designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software for a period of ninety (90) days from the date of delivery. Following the warranty period, the parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee's use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORISED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
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- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORISED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT CONTENT PROVIDED BY LICENSEE.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for three (3) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") each commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and each Renewal Term, if any, shall collectively be referred to as "the "Term"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of any Renewal Term.
- 12.2 Termination for Convenience. Licensee may terminate in any Renewal Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided a reasonable amount of time to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 and 16.3; (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.
- 12.4 Effective Date of Termination. Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.5 Obligations/Effect of Termination. Upon the termination of this SSA for any reason:
- i. all license rights granted under this SSA shall terminate; and,
 - ii. Licensee shall immediately pay to Leepfrog all amounts due and outstanding under this Agreement, including any Fees listed on any Exhibit or Statement of Work or Work Order as of the date of such termination; and,
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party; in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee's possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee pays the standard Fee for such Services.

- 12.6 Survival. In the event of any termination or expiration of this SSA for any reason, Section 2.1-2.2 License; Section 3.1-3.3 Ownership; Section 5.3 Modifications; Section 6 Security and Protected Data; Section 7.3 Services; Section 8.1 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12.4 and 12.6 Termination; Section 15.1-15.2 Limitation of Liability; and Section 16.3 Miscellaneous shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.7 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.8 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee beyond the term of any particular appropriation of funds by Licensee state legislature, or beyond any federal funds granted to Licensee, as may exist from time to time. Licensee reserves the right to terminate the Agreement should Licensee state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee to continue payments or if federal grant funds are discontinued. In the event funds are no longer awarded and are not available to Licensee in support of this Agreement as described herein, Licensee may terminate this Agreement with thirty (30) days advance written notice provided such termination is subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee's breach of this Agreement or results from Licensee's misuse, modification or enhancement of the Software. Licensee shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2 Licensee, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority, or any claim arising from a breach by Licensee of its obligations with respect to Protected Data under Section 6 and with respect to its obligations in Section 7.4 above; (ii) or related to the services provided by Licensee through the applications or representations, claims or statements including but not limited to in the catalog; or liability arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee prompt written notice of the claim. Leepfrog agrees to provide Licensee or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee' insurance carrier covers the claim, Leepfrog may participate in the

defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement.

14. Insurance.

- 14.1 Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.

- 15.1 LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.
- 15.3 Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee's exclusive remedy for the functionality of the Leepfrog Technology and software shall be, at Leepfrog's option, either (a) return of the price paid for the Software whose license, use, or other employment gives rise to the liability or (b) repair or replacement of the Software upon return of the Software to Leepfrog; provided Leepfrog receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

16. Miscellaneous.

- 16.1 Understanding; Applicable Law. Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.
- 16.2 Notice. Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.
- 16.3 Assignment. Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

- 16.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.
- 16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 Conflicts. In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, or any subsequent Statement of Work or Work Order, unless and only to the extent expressly stated in the Exhibit, Statement or Work or Work Order, the inconsistency or conflict will be resolved by giving precedence as follows: first, the terms of this SSA, then the terms specified in the applicable Statement of Work or Work Order, and finally the terms of the Exhibits.
- 16.8 Severability. If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 Entire Contract. This SSA, Exhibits, and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee or End Users accept during download, use or installation of Software. For the duration of this SSA, this SSA supersedes the terms on or referenced by any purchase orders Licensee may provide and such additional terms contained in or referenced by a Licensee purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.

17. Group Purchase ("Piggyback") Provision.

- 17.1 In the event Licensee is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other institutions of higher education within the same state system or purchasing cooperative as Licensee (each an "Affiliate Institution") the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also make adjustments to the term period of an Affiliate Institution's license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.

- 18.1 Leepfrog warrants the Leepfrog Technology, in its default form, conforms to the W3C Web Content Accessibility Guidelines, version 2.1 ("WCAG 2.1") at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Content or specifications as submitted by Licensee to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client solution based expressly on Client Content and Licensee submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee's sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

LICENSEE NAME _____

LLEPFROG TECHNOLOGIES, INC.

By:  _____

By: _____

Name: John Dunnuck _____

Name: _____

Title: SVP Finance & Operations _____

Title: _____

Date Signed: 9/14/2021 _____

Date Signed: _____



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BROWARD COLLEGE

REQUEST FOR PROPOSALS: CATALOG MANAGEMENT SOLUTION

RFP-2021-057-JH

Due Date: March 9, 2021

MOSES DE LOS SANTOS

Sales Director

(319) 337-3877

mdelossantos@courseleaf.com

LEEFROG TECHNOLOGIES, INC.

2451 Oakdale Blvd, Suite 100

Coralville, IA 52241

(319) 337-3877 | (888) 437-7435 Fax



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Tab (2) 4.1.2 Acknowledgement of Released Addenda to RFP



Procurement Services Department
6400 NW 6th Way, Room 275
Fort Lauderdale, Florida 33309
954-201-7455
Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 1

RFP No.: RFP-2021-057-JH
RFP Title: Catalog Management Solution
Date: February 25, 2021

This addendum is being issued to clarify and/or revise the Request for Proposals (RFP) documents and/ or specifications. This Addendum modifies, supplements or replaces information in the Request for Proposals (RFP) RFP-2021-057-JH-Catalog Management Solution, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.



REVISIONS TO RFP:

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP:

Q1 Required capabilities includes: "Provide communication tools that update stakeholders on changes to courses and programs". Are there specific communications tools that are desired by Broward?

R1 Communication tools such as in-system alerts with the option to send email alerts, weekly reports that are sent out with the various changes. For example, report will include: Degree XXXX in Nursing removed HLP1081C from their program of study and added ENC2210. Another example would be for course modifications. Course ID numbers change often, this could be due to a mandated SCNS (Statewide Course Numbering System) change. Report will include a section for course updates: ENC1101 was converted to ENC0101.

Q2 Required capabilities includes: "Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.)." Do you have any examples of the specific types of checks that are desired? Any context you could provide would be helpful.

R2 When a Course ID has changed, for example AVM2100 was converted to AVM2200, this change should automatically update everywhere AVM2100 was previously listed. This will include on program maps, course descriptions, catalog, etc. If a programs' total credit hour changes because a course within the program changed credits, an alert should be sent.

Q3 Page 18, Tab (13) 4.4.2 Proposed Methodology, c) Timeframe
The College is requesting a detailed project timeframe, which is based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar. Please confirm the anticipated contract commencement date, as Section 2.5 currently states "TBD".

R3 The college would like the contract commencement date no later than June 22, 2021.



RFP-2021-057-JH
Catalog Management Solution
Addendum No. 1

Q4 We understand that Broward College is primarily looking for a Catalog Management solution. However, past of the requirements listed in the RFP refer to Curriculum Management:

- Page 5 "manage curriculum design, approval, analysis, optimization, mapping, and archiving"
- Page 39 "Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study"
- Page 39 "Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes"
- Page 39 "generate clear reports of the curriculum and catalog changes made in any given academic year"

Please confirm that Broward College would like to implement a Catalog Management tool first, followed by a Curriculum Management tool.

R4 Broward College already has a Curriculum Management implemented (Workday/CID). The Catalog Management tool would need to integrate with our Curriculum Management tools.

ATTACHMENTS:

NONE

 "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Addenda should be returned with the proposal. Failure to do so may disqualify your proposal. Please sign below to verify that you have read and understand this addendum.



Signature

Director of Operations
Title

Leapfrog Technologies
Company Name

March 8, 2021
Date

Tab (3)

4.1.3 Letter of Transmittal

Legal Name: Leepfrog Technologies

Authorized Person: Moses De Los Santos

Title: Director of Sales

Address: 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241

Email: mdelossantos@courseleaf.com

Phone: (319) 337-3877

4.1.4 W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Leepfrog Technologies, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 2451 Oakdale Blvd, Suite 100	Requester's name and address (optional)
	6 City, state, and ZIP code Coralville, IA 52241	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table> OR Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:12.5%;">4</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">-</td> <td style="width:12.5%;">1</td> <td style="width:12.5%;">4</td> <td style="width:12.5%;">4</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">3</td> <td style="width:12.5%;">3</td> <td style="width:12.5%;">4</td> </tr> </table>					4	2	-	1	4	4	2	3	3	4
4	2	-	1	4	4	2	3	3	4						
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.															

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/30/19</u>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



4.1.5 Notice Provision

Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the submittal or within three days of request.** For the present, the Parties designate the following as the respective places for giving notice:

To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management
Broward College
6400 NW 6th Way, 2ND Floor
Fort Lauderdale, Florida 33309

With Copy To (College Attorney): Office of the General Counsel
Broward College
111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301

With Copy To (Contract Administrator): Karen Parker, Associate Vice President for Curriculum Services
Broward College
6400 NW 6th Way, Fort Lauderdale, FL 33309

To Proposer: Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

With Copy To (Proposer): Lee Brintle, President
Leepfrog Technologies
2451 Oakdale Boulevard, Suite 100
Coralville, IA 52241

4.1.6 Vendor Conflict of Interest Form (Attachment I)

Broward College RFP-2021-057-JH VENDOR CONFLICT OF INTEREST FORM ATTACHMENT I

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please put names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please explain below:

BIDDER'S FIRM NAME: Leepfrog Technologies

Print name: Erick Zawojewski

Signature: 

4.1.7 SDB Non-Discrimination Profile (Attachment B2)

ATTACHMENT B2



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

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

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

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

Signature of Attesting Party

Director of Operations

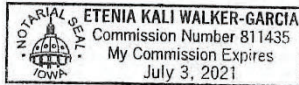
Title of Attesting Party

On this **8th day of March, 2021**, before me appeared **Erick Zawojewski**, the person who signed the above covenant in my presence.

Notary Public

Seal

Form: SDB-1



Broward College

Page 1 of 1



4.1.8 Drug-Free Workplace Certification (Attachment E)

Broward College RFP-2021-057-JH DRUG-FREE WORKPLACE CERTIFICATION (F.S. ATTACHMENT E 287.087)

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

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

This sworn statement is submitted to The COLLEGE,

by **Erick Zawojewski, Director of Operations**
(Print individual's name and title)

for **Leepfrog Technologies**
(Print name of entity submitting sworn statement)

whose business address is **2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241**

and (if applicable) its Federal Employer Identification Number (FEIN) is **42-1442334**. I certify that I have established a drug-free workplace program and have complied with the following:

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

[Handwritten Signature]

(Signature)

Sworn to and subscribed before me this 8th day of March, 2021.

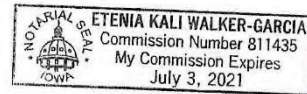
Personally Known *Etenia Walker Garcia*

OR Produced identification _____ Notary Public - State of Iowa

July 3, 2021 My commission expires

(Type of identification)

Etenia Walker Garcia (Printed, typed or stamped commissioned name of notary public)



4.1.9 Non-Disclosure Agreement (Attachment F)

Broward College	RFP-2021-057-JH
NON-DISCLOSURE AGREEMENT	ATTACHMENT F

This Agreement is by and between Leepfrog Technologies (Vendor), a corporation with offices at 2451 Oakdale Boulevard, Suite 100, Coralville, IA 52241, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Vendor: The Board of Trustees of Broward College

By: _____

Printed Name: _____

Title: _____

Date: _____

By: 

Name: Erick Zawojewski

Title: Director of Operations

Date: March 8, 2021

4.1.10 Non-Collusion Affidavit (Attachment G)

Broward College | **RFP-2021-057-JH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT G**

State of IOWA

ss.

County of JOHNSON

Erick Zawojewski being first duly sworn, deposes and says that:

(1) He/she is the **Director of Operations**
(Owner, Partner, Officer, Representative or Agent)

of **Leepfrog Technologies**, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Signed, sealed and delivered in the presence of:



By: **Erick Zawojewski**
(Printed Name)

Director of Operations
(Title)

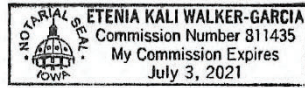
ACKNOWLEDGMENT

State of **IOWA**
County of **JOHNSON**

On this the **8th day of March, 2021**, before me, the undersigned Notary Public of the
State of Iowa, personally appeared **Erick Zawojewski**.

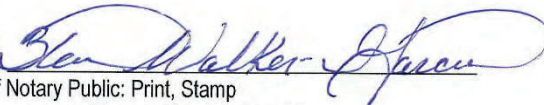
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal



NOTARY PUBLIC, STATE OF IOWA

NOTARY PUBLIC
SEAL OF OFFICE



(Name of Notary Public: Print, Stamp
or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

4.1.11 Insurance – Letter of Insurability

Leapfrog Technologies' letter of insurability, as outlined in Section 3.0 Insurance Requirements, will be provided upon contract award.

4.1.12 Public Crimes Entity Statement (Attachment J)

Broward College RFP-2021-057-JH PUBLIC ENTITY CRIMES STATEMENT ATTACHMENT J

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

N/A

State Name of Convicted Applicant or Affiliate or N/A Here

Name of Firm: Leepfrog Technologies

Address of Firm: 2451 Oakdale Boulevard, Suite 100, Coralville, IA, 52241

Signature for the Firm: [Handwritten Signature]

Title of Person Signing for the Firm: Director of Operations

Signature of Witness: B. Grazian


Witness Relationship to the Firm: employee



4.1.13 Information Security Affidavit (Attachment L)


Broward College | RFP-2021-057-JH INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

I, Wes Bachman, the designated signing manager for Leepfrog Technologie, attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.


Initials

1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:


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


Initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.


Broward College sensitive data includes but is not limited to the following:

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


Initials

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

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


Initials

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

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

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


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

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

Date: March 5, 2021

Title: Director of Information Technology

Name: Wes Bachman

Authorized Signature: 

Tab (4) 4.1.14 Litigation History

Leepfrog Technologies has never been involved in any services related litigation, action, or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this proposal.

No regulatory action has ever been filed against Leepfrog Technologies.

Tab (5)

4.1.15 Licenses/Certifications

Leepfrog Technologies will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Leepfrog Technologies will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and will provide copies of these licenses to College upon request. Leepfrog Technologies acknowledges failure to maintain required licenses and permits may be cause for termination.

4.1.16 Federally Funded Attestation Form (Attachment M)

Broward College FEDERALLY FUNDED PROJECTS FORM	RFP-2021-057-JH ATTACHMENT M
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All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

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

NON-CONSTRUCTION CONTRACT OR PURCHASE
ORDER

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

- H. General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- I. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- K. **Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- L. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- M. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

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

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

Broward College | **RFP-2021-057-JH**
FEDERALLY FUNDED PROJECTS FORM | **ATTACHMENT M**

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE

ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Leepfrog Technologies

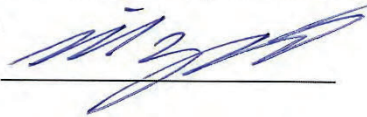
Address, City, State, and Zip Code: 2451 Oakdale Boulevard, Suite 100 Coralville, IA 52241

Phone Number: (319) 337-3877

Printed Name and Title of Authorized Representative: Erick Zawojewski, Director of Operations

Email Address: zawojews@leepfrog.com

Signature of Authorized Representative: _____



Date: March 8, 2021

Tab (6) 4.2.1 Required Response Form

REQUEST FOR PROPOSALS (RFP) 2021-057-JH 1.0 REQUIRED RESPONSE FORM

RFP #: RFP-2021-057-JH	RFP TITLE: Catalog Management Solution		RELEASE DATE: January 28, 2021
DATE DUE: March 9, 2021	TIME DUE – AT OR BEFORE: 2:30:00 p.m. EST	The College has implemented E-Bidding and will <u>only accept electronic submittals</u> via DemandStar at www.demandstar.com	

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein.

PROPOSER INFORMATION

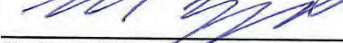
PROPOSER'S NAME: Leapfrog Technologies
 STREET ADDRESS: 2451 Oakdale Boulevard, Suite 100
 CITY, STATE AND ZIP CODE: Coralville, IA 52241
 PROPOSER TELEPHONE: (319) 337-3877 PROPOSER FAX: (888) 437-7435
 PROPOSER TOLL FREE: (888) 533-7376
 CONTACT PERSON: Moses De Los Santos
 CONTACT PERSON'S ADDRESS: same as above
 INTERNET E-MAIL ADDRESS: mdelossantos@courseleaf.com
 INTERNET URL: www.courseleaf.com
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: 42-1442334

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

Website: Newspaper: Other: email invitation to bid

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

	March 8, 2021
Signature of Proposer's Authorized Principal	Date
Erick Zawojewski	Director of Operations
Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal

NOTE: This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1). Enclosed original Required Response Form will be the only acceptable form.



Tab (7) 4.2.3 Experience

Proposer must demonstrate a strong documented track record of current engagement in College Catalog Management according to products and services detailed in the Scope of Work (Attachment D). Also, must have at least one customer that is a large higher education institution that has at least 10,000 FTE students.

A full list of CourseLeaf clients can be found at: <https://www.leepfrog.com/clients/>

Below is a list of CourseLeaf CAT clients with at least 10,000 FTE.

APUS American Public University System	Auburn University	California Polytechnic State University, San Luis Obispo
California State University-Chico	California State University-Dominguez Hills	California State University-Sacramento
California State University-San Bernardino	Carleton University	Carnegie Mellon University
Central Piedmont Community College	City Colleges of Chicago District	College of DuPage
Colorado State University	Columbia University	Cuyahoga Community College District
DePaul University	Drexel University	Eastern Florida State College
Eastern Washington University	Foothill-De Anza Community College District	Fordham University
George Mason University	George Washington University	Georgia Institute of Technology
Georgia Southern University	Georgian College	Higher Colleges of Technology
Iowa State University	Johns Hopkins University	Johnson County Community College
Kent State University	Kentucky Community & Technical College System	Kwantlen Polytechnic University
Liberty University	Long Beach Community College District	MacEwan University
Marquette University	Marshall University	Massachusetts Institute of Technology
Miami University of Ohio	MiraCosta College	Mississippi State University
Montana State University-Bozeman	Montclair State University	Mount San Antonio College

Mt. San Jacinto Community College District	New Mexico State University	North Carolina State University (NC State)
North Dakota State University	North Orange County Community College District	Northeastern University
Northwestern University	Oakland Community College	Oklahoma State University-Stillwater
Old Dominion University	Oregon State University	Pace University-New York
Pasadena City College	Pennsylvania State University	Portland Community College
Purdue Global University-Davenport Campus	Queen's University	Quinnipiac University
Saint Louis Community College	Saint Louis University	Sam Houston State University
San Francisco State University	San Jacinto Community College	Santa Barbara City College
Sierra College	South Texas College	Stanford University
Tarleton State University	Temple University	Texas A&M University-College Station
Texas A&M University-Corpus Christi	Texas State University	Texas Woman's University
Towson University	Tulane University	University College Cork
University of Akron	University of Alabama-Birmingham	University of Alabama-Tuscaloosa
University of Alaska-Anchorage	University of Arkansas	University of California-Berkeley
University of California-Davis	University of California-Irvine	University of Chicago
University of Colorado-Boulder	University of Colorado-Denver	University of Dayton
University of Denver	University of Florida	University of Guelph
University of Illinois-Urbana-Champaign	University of Iowa	University of Kansas
University of Louisville	University of Manitoba	University of Maryland-College Park
University of Miami	University of Missouri-Columbia	University of Nebraska-Lincoln
University of Nebraska-Omaha	University of New Hampshire	University of North Carolina-Chapel Hill
University of North Carolina-Greensboro	University of North Dakota	University of Northern Iowa



University of Oklahoma	University of Oregon	University of Ottawa
University of Pennsylvania	University of South Carolina-Columbia	University of Texas-Arlington
University of Texas-Austin	University of Texas-El Paso	University of Texas-San Antonio
University of Toledo	University of Vermont	University of West Florida
University of Wisconsin-Eau Claire	University of Wisconsin-La Crosse	University of Wisconsin-Madison
University of Wisconsin-Milwaukee	University of Wisconsin-Whitewater	Valencia College
Ventura County Community College District	Virginia Commonwealth University	Washington University in St. Louis
Wayne State University	West Chester University of Pennsylvania	West Virginia University
Western Kentucky University	Western Sydney University	Wichita State University
Yale University	Youngstown State University	

Tab (8) 4.3.1 Executive Summary



Leepfrog Technologies, Inc.
 2451 Oakdale Blvd, Suite 100
 Coralville, IA 52241
 Ph: 888-533-7376
 Fax: 888-437-7435
 rfp@courseleaf.com
 courseleaf.com

March 9, 2021

Request for Proposals – Catalog Management Solution | RFP-2021-057-JH

Leepfrog Technologies is pleased to present our response to Broward College’s catalog management solution request for a proposal (RFP). CourseLeaf was developed to automate, synchronize, and streamline the catalog processes at Broward College, while integrating with your SIS. Broward College staff will be empowered with a fully-integrated online solution to track the development and approval of catalog changes in an easy, collaborative, and intuitive environment. CourseLeaf delivers a strategic, prudent investment for the College that will deliver positive results for years to come.

By selecting CourseLeaf, Broward College will have confidence knowing you have partnered with an experienced vendor who serves over 425 of the most academically complex institutions in the US, Canada, Australia, Ireland, Hong Kong, Qatar, and the UAE. CourseLeaf will enhance the catalog, course, and program management at the College with:

- Intuitive software that’s fully-integrated, dynamic, and configurable to display catalog information in intuitive layouts that make it easy for students to search for and discover courses and programs of interest.
- Responsive modern catalog design using HTML5 to publish to multiple platforms delivers an excellent student experience on all devices, ensuring students have quick and consistent access to accurate information from one location.
- In-house developed, deployed, and supported data integration using a secure, reviewable process that adheres to the College business rules. Plus, we include powerful data access APIs and web services for integration with other external systems on campus.
- In-house developed, deployed, and supported proprietary SIS Transfer and Bridge components.
- Powerful workflow tools that move work off College staff to CourseLeaf, and the flexibility to accommodate all processes with complete governance and transparency across the entire organization.
- PDF output capabilities using your existing branding to enable College staff to publish directly from the software without first exporting to MS Word or InDesign.
- Proven, industry leading training programs that incorporate a series of training sessions on-site to maximize use and adoption of the software.
- World-class technical support and maintenance from experienced industry professionals.

To date, we count over 41 schools who have switched from other vendor solutions to use CourseLeaf. This is not only because CourseLeaf is the most innovative solution available, but because of the service and support we extend to all of our clients. Our software is the most innovative solution available—built to meet the needs of institutions like Broward College—and has industry-leading expertise, service, and support that we extend to each of our clients.

We invite you to partner with CourseLeaf as we continue to advance the state of the art. As your needs and goals may change over time, as higher education develops new standards, or as technology continues to change, we welcome you to join with Leepfrog for a long-term partnership approach; our history has proven that we will evolve with you. We look forward to working with you on your catalog needs.

Key Staff

Your key contact for this RFP is:

Moses de los Santos, Sales Director

mdelossantos@courseleaf.com

(319) 337-3877

Please view resumes of Leepfrog's key staff in Tab (8) 4.3.2 Organizational Profile.

History of Leepfrog

Lee Brintle founded Leepfrog Technologies more than 25 years ago in Iowa City, Iowa. We have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Company Details

- Leepfrog Technologies, Inc. is a corporation founded in 1994 and has been in business for 25 years.
- Leepfrog has been providing CourseLeaf since 2008 and was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.
- Leepfrog currently employs 120 full-time employees.
- Clientele includes over 425 higher education institutions in the United States, Canada, Australia, Ireland, Hong Kong, Qatar, and the United Arab Emirates.
- DUNS: 839172814
- FEIN: 42-1442334
- NIGP Numbers: 208-36, 208-37, 208-94, 920-07, 920-31
- NAICS Code: 541512; SIC Code: 7379
- Payment terms are Net 30.
- Leepfrog has never filed for bankruptcy or been in loan default and has no pending liens, claims, lawsuits.
- Leepfrog is neither for sale nor seeking to become acquired by another business entity.

Alliances & Partnerships

Leepfrog Technologies partners with leading higher education solution providers and is proud to partner with the following companies and professional associations.

- Student Information System Partners: Ellucian Collaborative Development Partner, Oracle Gold Partner
- Learning Management System Partners: Blackboard, Canvas
- Room and Event Scheduling Partners: Accruent-EMS, CollegeNet 25Live Room Scheduling System
- Institutional Effectiveness/Strategic Planning Partner: Nuventive
- Diplomas and Credentials Partner: Paradigm

Our Expertise

Leepfrog has significant in-house experience managing and consulting CourseLeaf Catalog and Curriculum implementations and has done so for over 425 institutions in Higher Ed; our client base includes a broad mix of varying sizes and complexity. We have the resources, talent, and expertise to customize our baseline solutions to meet our clients' specific needs. Nearly half of our employees are 100 percent dedicated in the technical fields of software development, implementation, and technical support of our products, with the remaining staff dedicated to customer service, sales and marketing, project management, and internal operations.

- **Software Development** – Over 20 senior-level development staff with over 60 years of combined experience, specifically in catalog, curriculum, scheduling, and student registration management systems.
- **Data Integration & Consultation Representatives** – 16 full-time integration/consultation experts with a strong working knowledge of integrating CourseLeaf with campus systems.
- **Technical Support** – 26 full-time technical support personnel.

Leepfrog's philosophy is that academic software should not drive institutional policy or process but be adaptable and configurable to institutional business rules, as no two institutions are precisely the same. Many of our clients came to Leepfrog after discovering their out-of-the-box solutions fell far short of meeting their goals and expectations. Therefore, our mission is to aggressively serve our clients by developing industry-leading, relationship-building software solutions customized to each institution. We do not just give you what you have asked for; we help analyze the problem and provide the tailored solution you need to fix it.

Tab (9) 4.3.2 Organizational Profile

State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under.

Leepfrog Technologies

2451 Oakdale Boulevard, Suite 100

Coralville, IA 52241

Phone: (319) 337-3877

Fax: (888) 437-7435

Other names: n/a

Contact information including Principal's name, telephone number, and email address.

Lee Brintle, Founder and President

lbrintle@leepfrog.com

(319) 337-3877

Size of organization.

Leepfrog Technologies currently employs 120 full-time staff.

Number of years established in business, include operation under other Firm names, providing services same or similar as described herein.

Leepfrog Technologies was founded in 1994 and has been providing the higher education software CourseLeaf since 2008. Leepfrog was the first vendor to offer a dedicated curriculum management solution integrated with catalog publishing.

Number of years in business in the State of Florida.

Leepfrog Technologies is based in Coralville, Iowa.

Resumes of individuals that will have direct role in performance and supervision of this engagement.

- **Lee Brintle – President** is the founder of Leepfrog Technologies and the lead architect for the CourseLeaf Suite. He has developed hundreds of architecture and programming solutions for a variety of companies, colleges and universities, government organizations, and nonprofit organizations over the last 20 years.

Education: The University of Iowa, Iowa City, IA. Master of Computer Science (MCS) and Bachelor of Science, Computer Science.

- **Moses de los Santos – Sales Director** has over 20 years of experience guiding technology software clients through complex decisions by implementing disciplined sales methodologies.

Education: Messiah College, PA. Bachelor of Arts in Computer Science.

Cornel University, NY. Graduate Certificate

- **Matt McGuire – Lead Client Services Manager** uses his experience and knowledge of the CourseLeaf CAT module to analyze and solve clients' pain points. He has over a decade of experience in customer service, project management, and process improvement.

Education: University of Iowa, Iowa City, IA. Bachelor of Business Administration.

- **Jill Wehrheim – Lead Catalog Editor** uses her many years of experience at Leepfrog to ensure she matches clients with the right CourseLeaf solution. Her knowledge of strategic content organization and database systems enables her to assist clients during their CourseLeaf CAT and CIM implementations.

Education: University of Iowa, Iowa City, IA. Master of Arts in Library and Information Science.
Southeast Missouri State University. Bachelor of Science in Interdisciplinary Studies.

- **Amy Johnson – Implementation Manager** has 20 years of experience as a project manager and leads the Implementation Team, which is responsible for ensuring a successful adoption of CourseLeaf's educational solutions. She values the relationship she forges with clients as a partner in their implementation journey.

Education: University of Iowa, Iowa City, IA. Bachelor of Arts in Communication Studies.

- **Randy Pospisil – Support & Training Manager** of the CourseLeaf support (CLHelp) and training teams. With over 20 years of experience in education and adult learning, Randy directs the training program and documentation of CourseLeaf software.

Education: The University of Iowa, Iowa City, IA. Bachelor of Arts, Elementary Education.
Dallas Theological Seminary, Dallas, TX. Master of Theology.

Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience.

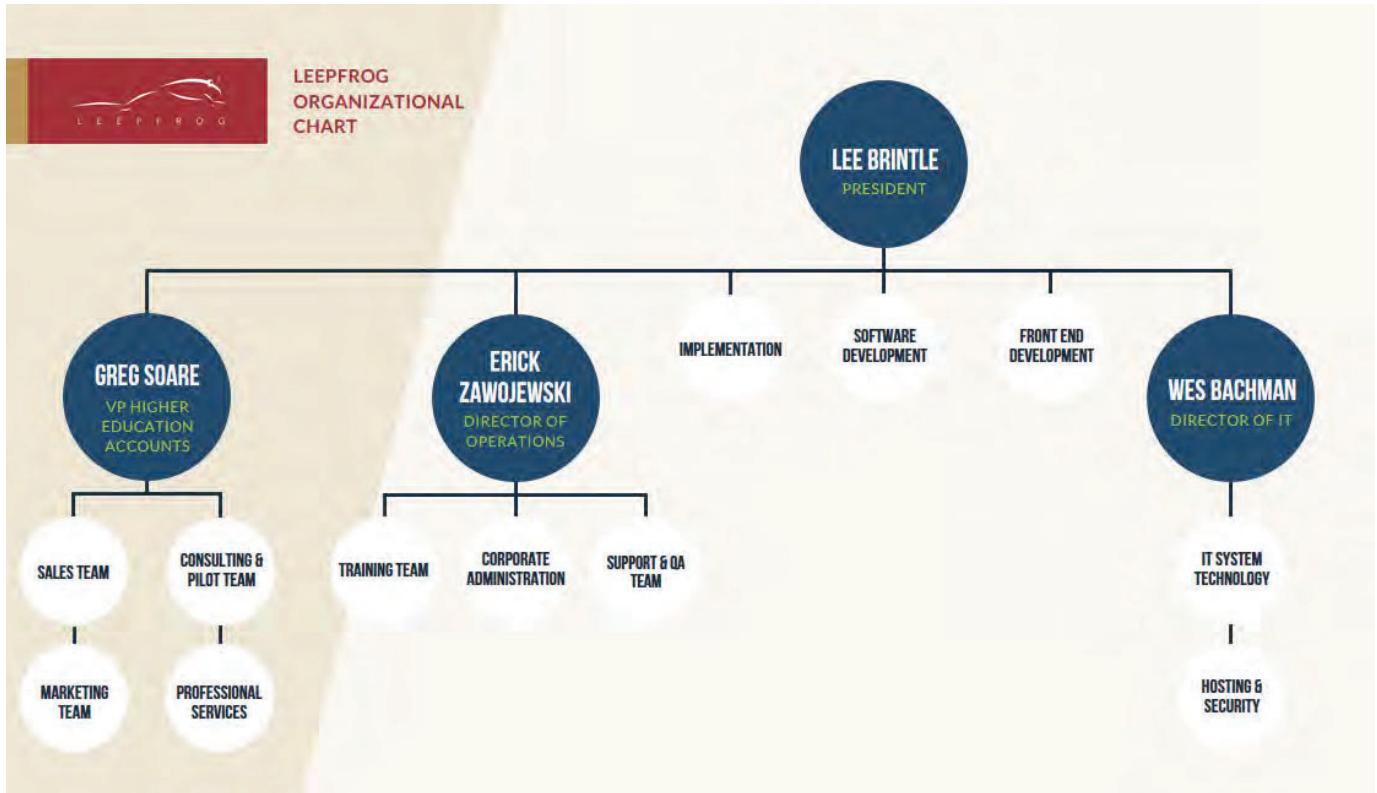
Leepfrog does not have local (Miami-Dade, Broward or Palm Beach) account representatives or direct project staff.

Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation, preferably for higher education or public-sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)

The following CourseLeaf CAT projects can be verified via references requested in Section 4.3.4:

- University of Miami
- Lorain County Community College
- City Colleges of Chicago
- Cuyahoga Community College

Tab (10) 4.3.3 Organizational Chart and Account Management and Staffing



Leepfrog's organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. With over 25 years of experience, we have performed more than a thousand software development projects for colleges and universities over the past 25 years, and our software has delivered content seen by more than 25 million students.

Leepfrog is committed to providing exemplary customer service, timely technical support, and online help solutions for our over 425 higher education clients. In addition to the high quality of our products and our partnership approach to software development, our support and customer service has helped position us a clear leader as a provider of effective solutions for higher education. Not only do we provide that support at a level superior to our competitors, but as an inclusive service included in the cost of our products. This approach to customer support is part of the reason why Leepfrog continues to experience over 99% client retention.

Tab (11) 4.3.4 References

Attachment K – Performance Survey Forms for this RFP were sent directly to Broward College by:

University of Miami

Cynthia Connor-Urbina

c.connor1@miami.edu

(305) 284-3132

City Colleges of Chicago

Daniel Pattley

dpattley@ccc.edu

(312) 553-3439

Cuyahoga Community College

Holly Craider

holly.craider@tri-c.edu

(216) 987-2006

Lorain County Community College

Rosemary Schestag,

rschesta@lorainccc.edu

(440) 366-7412

Tab (12) 4.4.1 Proposed Solution

REQUIRED CAPABILITIES

Includes a customizable course inventory tool to record key data and changes on courses, course versions, and programs of study.

This requirement would be met with the CourseLeaf Curriculum (CIM) module, which is outside the scope of this proposal. While CourseLeaf CAT performs as a standalone system, integration with CourseLeaf CIM allows the institution to harness the full power of CourseLeaf and provides a completely streamlined catalog, course, and program process for ultimate efficiency.

CourseLeaf CAT integrates with your CID and Workday software.

Integrates with other institutional systems, such as the student information system (CID and Workday), course scheduling, degree navigation aids, degree audit, assessment and accreditation software.

CourseLeaf views your SIS as the source of truth, and is able to integrate with CID and Workday through powerful data access APIs. The software is able to integrate with a variety of other institutional sources that may use academic information, with primary integration services being provided by XML over HTTPS using a RESTful API.

Integrates catalog management and program of study documentation.

Academic catalogs in CourseLeaf can be arranged and categorized following the requirements set forth by Broward College. There are no limitations to the web design capabilities, formats, information displays, and other Broward College branding and styling requirements within CourseLeaf. The software will display course lists that adhere to College-specific branding requirements and will also total the number of hours required, a feature found most useful by students and faculty alike. Course lists will populate from your SIS on an ongoing basis based upon the effective date of the catalog to ensure course data remains accurate. This allows the catalog organization and navigation to be tailored in such a way as to blend with your master website without having a negative impact on how the content is presented.

The College can categorize and present course and program offerings however you prefer. The presentation of your course and program content is completely customizable to the preferences set by the College; we apply your formatting standards to the style sheets that drive the look-and-feel of your course and program content, so the options are very flexible and tailored to Broward College.

Below is an example of how Cuyahoga Community College (Tri-C) displays their career pathways. Tri-C purchased additional CourseLeaf CAT Impact services to include a unique Academic Pathways landing page that allows students to quickly find and select their Pathway of interest, then filter down for Career Pathways based on time-frame for completion, proficiency, or post-degree profession. The Pathway page also includes links to other information pertinent to student planning such as transfer opportunities, professional development, personal enrichment, career exploration and planning tools, as well as a host of other program attributes.

2020-2021 CATALOG

Find Your Major or Program

About Cuyahoga Community College

Academic Information

Academic Pathways

Business

Accounting

Admissions

Faculty & College Leadership

Paying for College

Student Information

Transfer Information

Course Descriptions

Archives

Getting Started

English & Math Placement Testing

Print Options

Home / Academic Pathways / Business / Accounting

Accounting

Overview

Related Programs/Training

ACCOUNTING

[Accounting, Associate of Applied Business](#)

CAREER PATHWAYS
Many Options for Success

View Related Degrees and Certificates
This program shares coursework with the following degrees and certificates. Use the buttons below to display shared courses.

Short-Term
Select...

Proficiency
Payroll, Certificate of Proficiency

Post-Degree Professional
Select...

RESET

COMPARE COURSES

✔ 17 courses overlap with [Payroll, Certificate of Proficiency](#)

Certificate(s) may have an open elective or an open Math, Communications, Arts & Humanities, Social & Behavioral Sciences, Natural and Physical Sciences that will not display on this page as an overlapping course. See Certificate Program page for complete list of certificate requirements.

ACCT-1041	Individual Taxation	4	✔
ACCT-1311	Financial Accounting	3	✔
BADM-1020	Introduction to Business	3	✔
Select one of the following:		3	
ENG-1010	College Composition I		✔

Lorain County Community College is another CourseLeaf client who uses the automated table generator and hyperlink management tool in CourseLeaf to display the certificate and degree requirements associated with their academic pathways, allowing students to drill-down and explore all elements of the pathway, including short-term certificate, degree, career opportunities, salaries, and a detailed semester breakdown of the required program to meet the pathway requirements.

The screenshot displays the 'Real Estate Short-Term Technical Certificate' page on the Lorain County Community College website. The page features a navigation menu at the top, a sidebar with 'COC 2018-2019 CATALOG', and a main content area with 'Academic Pathways' and 'Real Estate Short-Term Technical Certificate' details. A table shows the 'FIRST YEAR SEMESTER I' requirements with columns for course ID, course name, and hours.

FIRST YEAR SEMESTER I		
COURSE ID	COURSE NAME	HOURS
CIS1121	MICROCOMPUTER APPLICATIONS I	3
EC304123	MACROECONOMICS	3
ENGL1011	COLLEGE COMPOSITION I	3
FNCE1111	REAL ESTATE PRINCIPLES & PRACTICES	3
FNCE1121	REAL ESTATE LAW	3
FNCE1125	REAL ESTATE FINANCE	3
FNCE1130	REAL ESTATE APPRAISAL	3
SHED1011	COLLEGE 101 I	3
Hours		18
Total Hours		18



"Pathways" is a term that can vary and be defined by each institution. For example, City Colleges of Chicago district, which has 7 colleges and is a CAT and CIM client, defines their Pathways as the suggested sequence of courses. We have also seen institutions refer to this as a "plan of study", "semester sequence", "suggested plan", and more. They house this on a tab in their catalog as shown below. <https://catalog.ccc.edu/academic-program-requirements/air-conditioning-heating-basic-certificate/#pathwaytext>


Home > Academic Program Requirements > Air Conditioning - Heating, Basic Certificate

2020-2021 EDITION

- Academic and Student Policy
- Overview
- Programs Offered by College
- Credit Program Requirements
- Academic Program Requirements
 - A+ Certified Computer Technician, Basic Certificate
 - Accounting Clerk, Basic Certificate
 - Accounting, Basic Certificate
 - Accounting, Advanced Certificate
 - Accounting, Associate in Applied Science
 - Addictions Studies, Basic Certificate
 - Addictions Studies, Advanced Certificate
 - Addictions Studies, Associate in Applied Science
 - Advanced Social Services - Addictions Studies, Advanced Certificate
 - Advanced Social Services - Addictions Studies, Associate in Applied Science
 - Air Conditioning - Commercial Refrigeration, Basic Certificate
 - Air Conditioning - Domestic Refrigeration, Basic Certificate
 - Air Conditioning - Heating, Basic Certificate**
 - Air Conditioning and Refrigeration, Advanced Certificate
 - Air Conditioning and Refrigeration, Associate in Applied Science
 - Alternative Fuel Vehicle Technology, Basic Certificate

Air Conditioning - Heating, Basic Certificate

PRINT OPTIONS
APPLY NOW



College(s):

Program Code: 0178

OVERVIEW
PROGRAM REQUIREMENTS
PATHWAY

Pathway

This is an **example course sequence** for students interested in pursuing Air Conditioning and Refrigeration. It does not represent a contract, nor does it guarantee course availability. If this pathway is followed as outlined, you will earn a Basic Certificate (BC) in Heating.

Semester-by-Semester Program Plan for Full-Time Student

All plans can be modified to fit the needs of part-time students by adding more semesters.

SEMESTER 1		HOURS
AIR CON 101	Intro Air Conditioning I	3
MATH 107	Math For Technicians I	4
Hours		7

Has customizable rules-based workflows to manage course proposals with collaborative capabilities to edit, review, and approve by multiple user types; then can publish and archive outcomes.

CourseLeaf's dedicated workflow management administrative screen provides full control to specify the types of information requiring workflow approval and the conditional permission levels for those users who need to approve curricular changes. CourseLeaf includes the ability to create multiple workflow approval paths dependent on proposal type and the academic governance committees responsible for those proposal types, as many departments have committees specific to their academic areas and may have different processes for different types of proposals. The goal with CourseLeaf is to automate workflows in an easy-to-use system. Some of the most powerful features of CourseLeaf workflow include:

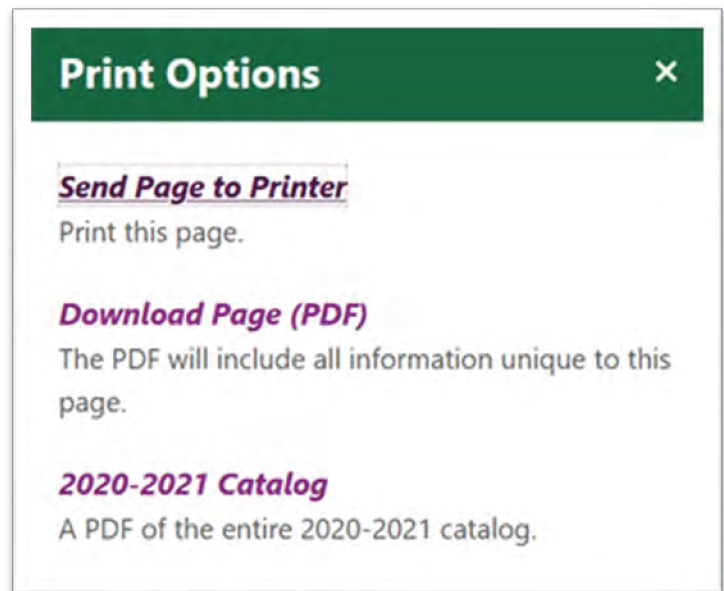
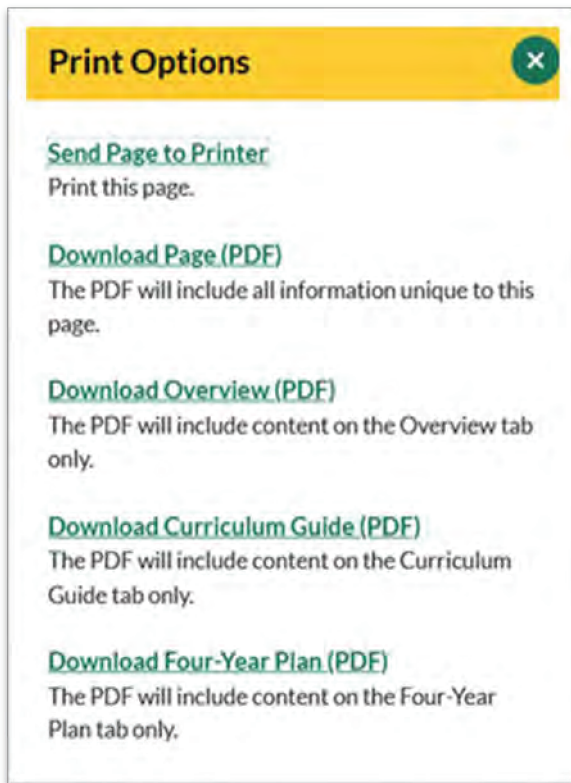
- **Sequencing.** CourseLeaf allows administrators to specify the order in which individuals can act on a section of content. This provides much more control over when and what impact a person will have on the curriculum and is strongly preferred over the 'free-for-all' method of assigning permissions to individuals.
- **Standardized Workflows.** CourseLeaf allows you to set up standardized workflows for easier maintenance. For example, each department may specify standard workflows that follow a pre-defined approval path. This allows them to customize their workflow while still making the management of the entire process much easier for administrators.
- **Placeholder Replacement.** Swap words are customized for each institution and are used to create dynamic steps in workflow. Some examples of dynamic steps using these swap words include Col Dean, Dept Chair, and Subj Director. These dynamic steps are listed as steps in the workflow template and are then swapped out with corresponding roles in role management. For example: Dept Chair in a workflow template will be swapped out with a role matching the workflow step name and including the department code, MATH Chair or BIOL Chair for instance.
- **Data Driven Steps.** CourseLeaf curriculum workflow allows the curriculum administrator to easily define steps in the approval process that may be triggered by data values in the proposal. For example, if a checkbox on the course proposal form indicates that the course is offered as Honors, an additional step or steps may be automatically included in the workflow to allow the Dean of the Honors College to review and approve honors courses. Data driven steps can be used with any fields or values in the proposal and require no human intervention to redirect proposals to all the necessary reviewers.
- **Ease of Use.** CourseLeaf's workflow requires no prior experience and minimal training, using a familiar point and click interface to select individuals and roles for workflow.

CourseLeaf's dedicated Role Management administrative toolset is designed for the task of making it fast, easy, and intuitive for admins to define roles and assign the appropriate faculty and staff. The system is flexible and can be customized to fit your specific business process needs. Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however, the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, rollback, or remain.

Ability to produce an on-line, interactive catalog that can be published in part or as a whole in a hardcopy version.

Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 AA and Section 508 accessible, accurate, and user-friendly catalog. CourseLeaf CAT allows automatic publishing of PDF documents for each page in the catalog. Further, administrative tools provide the ability to combine pages from the site into specific documents for marketing, compliance, or advising. For example, your institution may require a PDF version of your catalogs content for compliance, but also prefers to include a document that only contains information for each college. Both are easily accommodated in CourseLeaf. CourseLeaf catalogs can be exported to PDF and include version information and the branding/formatting standards defined by Broward College. Users can export current and archived versions of the catalog, and CourseLeaf will automatically generate a full, static, accessible PDF catalog that can be downloaded or printed on demand.



Ability to archive past catalogs.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and includes a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published (as some solutions require links to catalog content to be changed each time a catalog is published).

The online catalog version must provide hotlinks and be able to update all references to a course when a change is approved.

CourseLeaf allows users to create catalog text or program entries that link dynamically within the catalog or to external web pages. CourseLeaf features a hyperlink management tool within the CourseLeaf dashboard, making it easy to edit and update any links within your catalog. CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

System allows for configurable role-based permissions and segmented security access.

CourseLeaf offers tremendous flexibility and ease with user access permissions and roles and can define view access to the level of granularity to effectively satisfy the individual needs of the institution. CourseLeaf provides granular, configurable, role-based permissions for Broward College to access the software and manage information. The users and roles may be arranged and configured in a wide variety of ways, with scopes that apply to different levels of data. For example, a user that can edit and approve content in one role may only be able to view the proposal in another role or be able to view and annotate. Within CourseLeaf, there are three basic levels of permissions for users:

- **Administrator.** Administrators are able to execute any action within the system, either on their own or on behalf of another user. Administrators may assign other permissions and may modify almost any system setting.
- **User.** Users only have permission to perform actions that they are either explicitly or implicitly permitted to do. Users may be filtered based on an authentication attribute, such as a faculty/staff indicator.
- **Guest.** Guests are any user on the website who is not logged into CourseLeaf.

Allows form-based input by multiple user types (faculty, associate deans/coordinators, and administrators).

CourseLeaf manages and tracks the relationship and ownership of course, program, and all other academic catalog content through Role Management. CourseLeaf distributes content based on access and permission groups called roles, and each section of content has its own set of people who can act on the content. Through role management, the College will have complete flexibility and control of:

- Who has ownership to what content,
- Who (whether one person or an entire department) can act on the content,
- At what point in the process they can act on that content, and
- What role they can play – be it view only, author, editor, approver, or just notified in workflow.

User permissions in workflow are also role-based. CourseLeaf is very flexible in how roles can be used and managed. A role can consist of one or multiple members. Users can belong to multiple roles in CourseLeaf workflows. In different roles, they may have differing abilities and restrictions to add, edit and view content in

the catalog or curriculum proposal workflow. A user that can edit and approve a proposal in one role may only be able to view the proposal in another role or be able to view and annotate.

Some of the most common and powerful workflow roles and steps schools take advantage of include:

- **Dynamic Role.** A dynamic role refers to a role whose specific membership is decided based on how the role is applied to a specific piece of content. For example, the dynamic role 'Dept Chair' does not refer to one person – there is no single department chair at an institution. However, when connected with content – such as content for the History Department – the dynamic role then maps to a specific role – the 'History Chair'.
- **Normal/Standard.** The user must approve or reject the current changes, and has permission to edit the content before proceeding.
- **Approve Only.** The user may only approve or reject content; they are not permitted to make additional changes.
- **Notification.** The user or group of users are notified of changes similar to an FYI, however the content immediately proceeds to the next step in workflow.
- **External process.** A remote process is notified, via a web service call, that there are changes. The remote process returns a response that indicates whether the workflow should progress, roll back, or remain.

Includes the ability to customize and revise forms easily.

CourseLeaf allows for the creation of customized fields for course and program proposal forms and the College can create multiple forms for different request types as needed. There is no limit to the number of fields that can be imported or how the forms are designed and formatted to facilitate data entry. We have experience parsing data from different data sources, ensuring that we deliver a solution that meets the unique business requirements of each institution.

Include an authorization system that tracks approval signatures and alerts users that signatures are needed.

For most institutions, the workflow history (and the permanent archive that's created) in CourseLeaf serves as the official record that each user has completed their approval step in the workflow path, eliminating the need for an additional electronic signature. CourseLeaf is flexible; depending on your specific governance requirements, approval signatures by members in workflow can be attached as files/comments to any workflow proposal.

Track changes to courses and programs made during short-term review processes prior to formal approval so that changes in-process are visible to stakeholders.

CourseLeaf CAT will track and log all edits made by each individual at each step of the workflow process for all changes made. Edits are color-coded with bold green text denoting added information and red strikethrough denoting deleted information. Each time content is changed, CourseLeaf logs the changes by user, date and time, memo/note information, providing an audit trail that covers the life of each catalog. Users can click and see the color-coded comparison to the current information. The links to the revision histories are located in a corner of the screen so users can immediately reference the content in prior iterations. CourseLeaf provides

quick access to prior versions as links in the right margin under the activity log so users can immediately and easily reference the content in prior iterations.

Additionally, users can:

- Click a button to toggle back and forth to see the 'clean' copy as it would appear if all changes were to be approved, versus the edited version with all the proposed changes highlighted.
- Drill down to see the changes made by each individual in the workflow chain, as opposed to the aggregate of all the changes made by prior editors in workflow.

Welcome to the Lilypad University ~~2014-2015~~ **2015-2016** catalog! We are pleased to provide an interactive and searchable catalog online.

The catalog is a comprehensive **guide to serve as a contract between the university and student reference** for your academic studies. It includes a list of all **accredited** degree programs offered at **Lilypad University, MU**, including bachelors, masters, specialists, doctorates, minors, certificates, and emphasis areas. It details the university wide requirements, the curricular requirements for each program, and in some cases provides a sample plan of study. **In addition, the** ~~The~~ catalog includes a complete listing and description of approved courses. It also provides information on academic policies, contact information for supporting offices, and a complete listing of faculty members.

Provide a history of changes to and/or archiving of approved courses and programs that is accessible to individual faculty users, faculty governance, and administrators.

CourseLeaf archives each public edition of your catalog and retains it for future reference. Archived copies are intended to provide a historical snapshot to your students at a point in time, as determined by the institution. The archived version is fully functional, including search and PDF generation for as long as it remains in your archives. The archived pages are 'branded' with College-specific messaging that indicates that the version is an archive version and include a link to the current/latest version. It should be noted that links to catalog content from external websites will remain the same when the new version is published. This is not always the case with other solutions that require links to catalog content to be changed each time a catalog is published, adding an unnecessary burden on your staff. Examples showing archived catalogs are here:

- West Chester University of Pennsylvania: <http://catalog.wcupa.edu/catalogarchives/>
- Marquette University: <http://bulletin.marquette.edu/previousbulletins>
- University of Missouri Archive: <http://catalog.missouri.edu/archives/>
- Valencia College Archive: <http://catalog.valenciacollege.edu/catalogarchives/>

Provide communication tools that update stakeholders on changes to courses and programs.

Workflow notifications are automatically email-driven and completely configurable for those who should receive messages. Workflow emails can be configured so they are sent to a variety of user types, including all users in the workflow, single or multiple departments at the same time, or to specific users based on role. These notifications can be automated or sent on demand to alert individuals to deadlines, agenda postings, meeting minutes or other tasks and postings. FYI notifications can also be automatically sent to notify designated individuals (including those not involved in approval workflow) when proposals have passed specific steps in the workflow process or when approvals are complete.

Generate clear reports of the curriculum and catalog changes made in any given academic year.

CourseLeaf CAT users have access to many standard reports that allow users to report on granular data with the flexibility to ad-hoc report on all stages of workflow and approvals through various parameters as needed. Reports can be run on all data inside the CourseLeaf database, so the reporting parameters are very robust. These reporting tools are built into the CourseLeaf solution and provided at no additional charge. Some of the most popular reports include:

- **System Snapshot:** "Thermometer" type of display showing the overall progress report for the entire system or a portion of the system. The report is interactive, allowing for drill-downs, click-to-email contacts, and export the results to Excel/CSV. Useful for CourseLeaf Administrators.
- **Approved:** Report on approved proposals within a user-defined data range. Useful for all users.
- **In workflow:** Report on proposals currently in workflow. Useful for all users.
- **Difference:** Report the changes to a proposal, including approved and differences. Useful for all users.
- **Snapshot:** Report the current data values of approved or edited versions of proposals. Useful for all users.
- **Reconciliation:** Report on differences in the data between CourseLeaf and the SIS. Useful for CourseLeaf Administrators.
- **Role Members:** Report all roles in the system and members or users populating those roles. Useful for CourseLeaf Administrators.
- **Stale Proposal:** Report stale proposals or proposals that have been edited and not submitted to workflow in X amount of days. Useful for CourseLeaf Administrators.
- **Stalled Proposal:** Report stalled proposals or proposals that are stalled at a specified workflow step. Useful for CourseLeaf Administrators.

CourseLeaf reporting provides a complete view of the system. The ad-hoc data warehouse reporting tool (TCFDB) allows users to capture customized views of all data inside the system and run reports with robust parameter sets. All reports can be saved and shared with any institutional member through Excel/CSV, and PDF outputs or HTML/XML web output as the URLs become a direct link for the report. No special software is necessary for reporting within the CourseLeaf solution. Should the College wish to use additional tools outside the built-in data warehousing solution (TCFDB), the CourseLeaf data resides in an SQLite database, which can be queried or exported using a wide variety of third-party tools (such as COGNOS, ARGOS, Crystal Reports, and many others).

Flags inconsistencies (via a report or another mode) for quality checks (e.g. business process checklist to ensure alignment across the platform when changes are made for course info, program maps, etc.).

CourseLeaf has embedded accuracy tools in the software that compare course data and flag inconsistencies. CourseLeaf integrates with your Student Information System to pull versioned information on an ongoing basis and regularly flags inconsistencies between systems.

CourseLeaf can also share course content between catalogs in a relational manner. Shared content is a tool within CourseLeaf used to display the same information on multiple pages while editing in a single location. Shared content on a catalog page goes through workflow independently from the rest of the content on the

catalog page. For example, the College might have a policy or program requirement listed in the catalog. A designated user can update the policy in one location to be displayed on multiple pages. When the catalog content changes, all referenced locations using the same shared content are also automatically updated.

Ease of use and learning for application administrator, content owners, and end-users.

CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise.

CourseLeaf implementation includes extensive training and online resources for all College staff (including administrators, IT personnel, and end-users). Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Has a Help function with online tutorials and guides for end-users.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.

More information can be found in the "Ongoing Support Services (CLHelp)" section.

SYSTEMS REQUIREMENTS

Software integration with SIS (CID and Workday)

A basic foundation of our approach to integration for all CourseLeaf modules is that your Student Information System should always be maintained as the source of truth, ensuring that your data is always up-to-date, in sync, accurate, secure and reliable. For this reason, we have developed processes for the secure transmission of data between your SIS and CAT.

CourseLeaf does not push the burden of SIS integration onto the institution, as is the case with some comparable solutions. The advantage offered by CourseLeaf is a more accurate translation of academic data from the SIS into the software; by hard wiring key data points, CourseLeaf ensures that the institution will no longer question data accuracy or worry if the software and SIS data fall out of alignment.

CourseLeaf includes web services to allow information interchange with a variety of external systems in use at Broward. CourseLeaf can utilize APIs from 3rd party applications to import data into the system. Primary integration services are provided by XML over HTTPS using a RESTful interface. All system data and objects are available via the integration platform. The data export formats are extremely flexible, and include raw data export and a well-documented "groomed" data export.

Authentication via Active Directory

CourseLeaf integrates with existing campus single sign-on systems using protocol-based attributes to provide authentication. We can easily integrate with your ActiveDirectory services database through LDAP.

Authenticate existing username and password credentials (SSO)

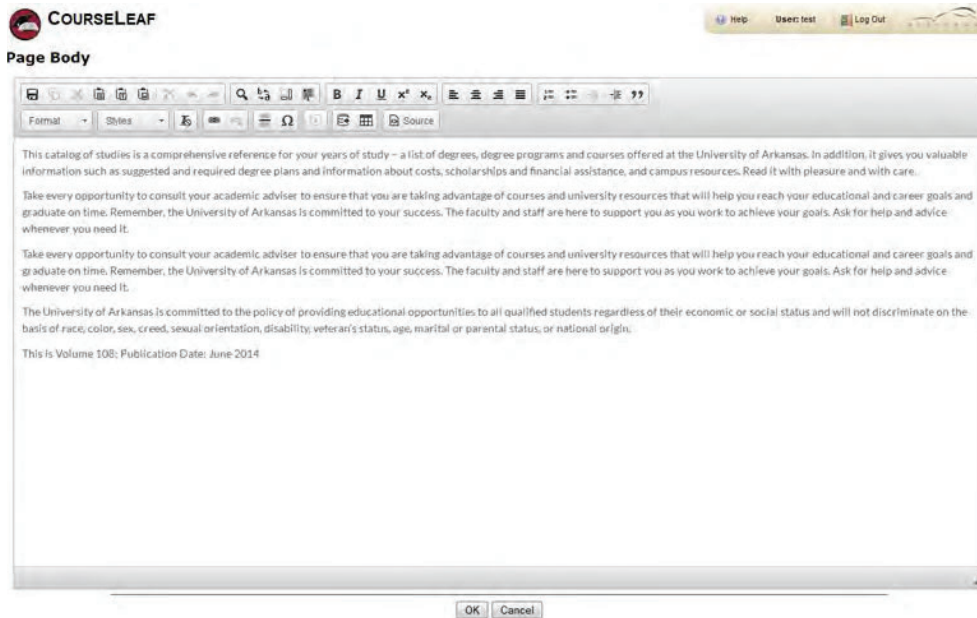
CourseLeaf provides seamless user access as Broward College users transition between multiple systems and/or applications. The software fully integrates with your existing SSO system so users will authenticate with their current campus credentials, freeing them from having to use yet another username and password.

Track Usage Statistics

CourseLeaf uses internal, built-in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand. Analytics have been used by our clients to review statistics and update their catalog accordingly. Schools use core tools within CourseLeaf - such as the built-in analytics - to strategize ways to create a user-friendly catalog that helps drive admissions and enrollment, and generate critical community support. Review published CourseLeaf catalog to see how new students or admissions advisors, program-specific advisors, or even career-centered advisors could use the accessible catalog with individuals across interest and computer literacy levels. The catalog is your contract with the student, a source of truth reaching a wide and diverse audience. You can use analytics in CourseLeaf to learn more about your site in powerful ways.

Easy end-user interface

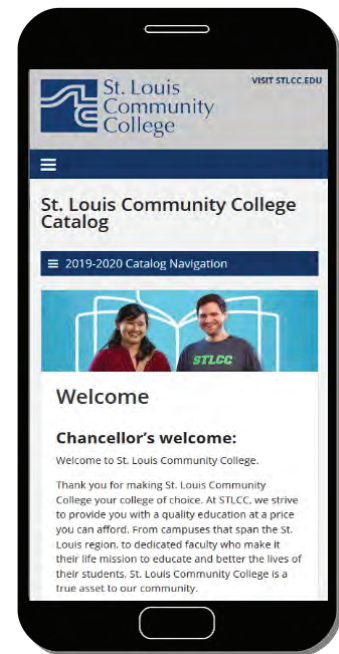
CourseLeaf is completely web-based with an interface and toolsets designed to function and look graphically similar to that within Microsoft Office. For this reason, the interface is intuitive and easy to use, so anyone can master the software regardless of their level of computer expertise. CourseLeaf routinely receives high marks for the WYSIWYG editor built into the software.



Mobile first layout, but also compatible with multiple types of devices and browsers

CourseLeaf delivers a catalog that is smart enough to adapt itself to the device by design and provides an easy intuitive experience that is critical with a diverse student population. Due to the nature and complexity of your catalog content, CourseLeaf CAT uses HTML5 responsive design technology to account for devices of varying sizes, including desktop, laptop, tablet, and smartphone. Rather than using separate web and mobile sites, the CourseLeaf approach of integrating your content ensures consistent display, faster load times, and the hassle-free experience of accessing data from one location.

CourseLeaf is browser agnostic and supports industry-standard browsers. CourseLeaf can be accessed on Mozilla Firefox 10 or above, Google Chrome version 20 or above, Apple Safari 5 or above, and Microsoft Edge 20 or above. CourseLeaf does not support Internet Explorer. Leepfrog performs rigorous testing across browsers to ensure maximum compatibility and functionality. Please note these are our currently supported browser versions to date and are subject to change as older versions reach end-of-life support by their providers.



Real-time interaction between the hosted software and SIS

CourseLeaf offers full bi-directional, real-time integration with your SIS, automating data transfer between the two systems, and eliminating the errors and need for additional resources associated with manual data entry. More importantly, CourseLeaf maintains your SIS as the source of truth at all times, ensuring that your data is always up-to-date, in sync, accurate, secure, and reliable.

CourseLeaf includes powerful data access APIs to enable the software to integrate with various external sources that may use academic information.

Provide both initial and ongoing training allowing interface with dedicated client services representative consistently via both email and telephone

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services.

Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the full implementation, ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to

the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Support is available 24x7, via email, phone, and web ticket. Please review the CourseLeaf Training and CourseLeaf Ongoing Support Services (CLHelp) sections for more details.

HOSTING REQUIREMENTS

Provide a secure hosting solution

CourseLeaf is cloud-based with robust data security and backup capabilities in place to secure Broward College data. The CourseLeaf solution can be hosted either on AWS or at the Leepfrog facility in Iowa City, IA. Leepfrog maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. All core routers include stateful firewalls custom configured by Leepfrog staff, and all web servers include host-based firewalls, also custom configured by Leepfrog staff. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Support analytic tools and usage information

CourseLeaf uses internal, built in analytics and can also integrate Google Analytics to track catalog usage. A wide variety of statistical reports can be generated on demand.

Support Emerging platform standards

One of the greatest benefits of CourseLeaf is our ability to adapt technically as institutions change over time. As a custom software development company, staying current with new and emerging technologies is part of our DNA. We believe in constant innovation, fostering industry-leading solutions that are designed specifically for higher education.

Provide a documented backup, restore and archive policies and procedures in support of a 24/7 operation

CourseLeaf backs up data on a nightly basis. At least once per week, this array is rotated; at least one rotation is located at an off-site location. Twice per year, the entire solution is permanently archived. In addition to the backups, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups. The "Recovery Point Objective" (RPO) is 24 hours, which provides an objective to include in the recovery all client data that had been entered into CourseLeaf more than 24 hours before the event. The "Recovery Time Objective" (RTO) is 24 hours, which provides the objective to have the disaster recovery sites deployed within 24 hours of an event. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

Provide documented disaster recovery procedures

Leepfrog maintains a detailed disaster recovery plan and the process is tested twice per year in order to ensure correct configuration and operation in the event of facility loss. Our data center has fully redundant HVAC for our server facilities, fire safety and detection systems, and is secured by an on-line Enterprise class UPS dedicated to the data center, which is tested regularly. The facility features redundant routers with full hot standby fail-over and redundant multi-homed internet connections. The data center also features a standby backup generator with automatic fail-over that can power the entire facility in the event of a power failure. This generator is tested regularly and has inspection and maintenance twice yearly. Because no amount of planning and redundancy can make any facility totally secure from catastrophic events, Leepfrog also utilizes off-site disaster recovery in Amazon Web Services.

Provide system security provisions

Leepfrog reviews a number of sources for security vulnerabilities including various public mailing lists, vendor mailing lists, websites, etc. Upon notification of a vulnerability we develop a plan particular to the vulnerability which may include timely deployment of vendor patches, workarounds, service blocking or other remedies. If we detect a security event or incident, or if one is brought to our attention, our first step is to analyze both the cause and impacts of said incident. If the incident is ongoing, we immediately take steps to stop the incident to minimize further damage. We remedy the cause of the incident by analyzing the vulnerability that caused it and installing specific remedies to this vulnerability. In our impact assessment we then attempt to quantify any data loss, data theft, vandalism, denied service, etc. At this point any affected clients are made aware of the impacts of the incident to their business, as well as any steps Leepfrog has made to prevent this and other incidents in the future.

Provide data security provisions

CourseLeaf CAT never uses or stores personal or FERPA protected data, PII, HIPPA, Social Security, or financial data, and, therefore, poses no regulatory or compliance impact to Broward College. Nonetheless, Leepfrog takes your data security seriously and maintains a set of internal security standards for its web solutions, including centralizing, where possible, defenses against the vulnerabilities and types of attacks listed in the OWASP Top 10 of 2007 and SANS Top 20 list. Processes and procedures for software updates, deployment and procurement of new software and hardware, configuration of operating systems, networks and software, etc. are all taken with an eye toward risk assessment and mitigation. General security best practices such as defense in depth and principle of least privilege are utilized to minimize data exfiltration risks. Data corruption is avoided by system backups and by utilizing multiple data formats for critical data elements.

Provide an upgrade schedule and a published upgrade plan

Leepfrog provides upgrades, updates, and modifications to the software as they are released, including new features and general maintenance. Leepfrog makes new versions of the software periodically available as the core software is upgraded. These new versions and enhancements are included at no additional charge. School-specific customizations are managed by Leepfrog. This means that the institution would never incur additional fees to upgrade their customizations to new versions of CourseLeaf. This is unusual in the software industry and provides a tremendous value when managing budgets. The institution may select upgrades on its own timetable, at which point Leepfrog support will implement them. There are no upgrades or updates that require the production versions of CourseLeaf to be taken offline for longer than normal operating

system upgrades. Leepfrog typically upgrades clients during a maintenance window between editing cycles; this is done at a time chosen by the client. These maintenance windows are typically very brief; most are scheduled and completed within a four-hour outage window. The maintenance will be performed during a window agreed to by the College, with no less than 48 hours' notice.

Provide a documented Service Level Agreement

Please review Leepfrog's Service and Software Agreement (SSA) at the end of this proposal.

Provide storage limitations on data, bandwidth, usage, etc.

Hosting with CourseLeaf includes unlimited data usage and disk space. Sufficient capacity is afforded to each of our clients and Leepfrog increases storage capacity as necessary. Leepfrog emphasizes excess capacity and availability as common practice within our data center to ensure responsiveness.

Provide documented system monitoring procedures for system failure, environment alerts, etc.

CourseLeaf production systems are monitored by an internal monitoring system, and two third party monitoring systems to detect illegitimate traffic. We also use several software solutions to detect illegitimate connection attempts and refuse connections on an IP-basis. We perform quarterly security scans of all CourseLeaf servers, including web application vulnerability detection. Scans are performed on local machines daily. We utilize additional third-party anti-malware, anti-virus, and anti-exploit software and email scanning for malware and botnets to further safeguard the solution.

Our production and development environments reside on a shared set of public VLAN's, as custom software development is done in conjunction with our customers. Our internal corporate network, including workstations, exists on a NATed and firewalled private IP address blocks as separate VLANs. All core routers include stateful firewalls custom configured by Leepfrog staff. All web servers also include host-based firewalls, also custom configured by Leepfrog staff.

CourseLeaf's primary log file includes date/time, entry type, user name, data target, data action, remote IP address, and ID of the full request. The full request includes data elements, name of the server within the cluster processing the request, full parameters sent to the data action, and many other useful elements.

Provide procedures for alerting customer if/when unanticipated issues arise

Our protocol includes notifying our client via phone and email within a 24-hour window, but this would likely be much sooner. For urgent issues, response times are generally within the hour during business hours and within six hours during non-business hours. Approximately 80 percent of common service calls during business hours are resolved on first contact and within 2-4 hours.

PROFESSIONAL SERVICES OFFERINGS

Project Management support for planning, implementation and go-live phases.

Your dedicated Client Services Manager (CSM) serves as your CourseLeaf project manager, main point of contact, and in a primary leadership role for the planning, implementation (executing), and go-live phases (closing), ensuring all members of the implementation team are successful in completing the project on time and within budget. Your CSM will update College staff on a regular basis both verbally and through shared project management documentation (via email and webinar) to ensure all members of the implementation team (internally and externally) are abreast of the project status, deliverables, and timelines. As the project

manager, the CSM should always be consulted first, and will facilitate change management procedures and issue change orders as they apply to the project if the College requests changes. Once the implementation of your software is complete, each client is assigned and smoothly transitioned to a team of support professionals (CLHelp) to assist you throughout the life of your products.

Initial training program and training materials.

Broward College staff will receive extensive training throughout the CourseLeaf implementation process. Training begins during implementation with an unlimited number of webinars to train your administrators. Campus users attend a two-day on-site training workshop for administrators, technical staff, and end-users of the system. CourseLeaf training is tailored to your needs, uses College-specific content familiar to your users, and provides more concentrated group sessions. The software provides detailed online resources available to campus users at any time. CourseLeaf training is flexible and scheduled around the College's timelines. Going forward, Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. Training materials will be provided, and clients will have access to CourseLeaf's Help site.

CourseLeaf includes a comprehensive online repository of help documentation that IT administrators and end-users can access at any time. For IT administrators, CourseLeaf's help site includes detailed overviews of admin functionality found on the CourseLeaf dashboard, as well as access to all standard help content. For end-users, CourseLeaf's LilyPad University help site includes step-by-step instructions with images, help videos with closed captioning, and an ongoing opportunity to sign up for free live, one-hour training webinars led by a CourseLeaf trainer.

The screenshot displays the CourseLeaf Support interface. At the top, the URL 'COURSELEAF.COM' is visible. The main heading is 'CourseLeaf Support'. Below this, a prominent message states: 'Your access key : 1434ohzhyn'. A sub-message explains: 'The access key provided above can be used to check the status of your request. For quick access to updates bookmark this page. This request has been closed and is no longer available for public viewing. If you need to create a new request please do so by clicking the link below or login to see your complete request history.' Below this text are links for 'Login or Submit a new request'. To the right, a navigation menu includes: 'Home', 'Submit a Request', and 'Check on a Request'. The footer contains contact information (319-337-3877, CLHELP@LEEPFROG.COM), social media links (Facebook, Twitter), and a navigation bar with links for HOME, SOFTWARE, SUPPORT, CLIENTS, CONFERENCES, and GET IN TOUCH.

Please review the CourseLeaf Ongoing Support Services (CLHelp) section for more details.

Post Go-Live Technical Support.

Each of our partner institutions is assigned a highly skilled CLHelp technical support team representative who provides full technical support on a daily basis, as well as the deployment of any updates, upgrades, or patches as they are released. They are available for phone, email, and web ticket responses 24 hours a day, seven days a week. Your support rep should be your first point for service requests and is familiar with all technical aspects of your unique software customizations. With just over 100 full-time employees, Leepfrog is

able to maintain a tightly integrated, “in-the-know” team that works collaboratively to ensure your solutions meet your expectations through the life of your products. Our development, implementation, and support processes are a streamlined effort of many different disciplines across the organization who communicate as a team to provide the highest level of support in the industry. Requests for support are divided into six different support categories:

- “Public” defect: the software behavior is incorrect, has no workaround, and is impacting the public use of the site. Defects in this category are prioritized above all others, including deploying staff after hours.
- “Next” defect: the software behavior is incorrect, has no workaround and is impacting the institution’s use of the catalog (faculty and staff).
- Client requirement: the software is functioning as specified, but a client-specific change is necessary in order for the software to be usable at the institution.
- Repair: the software behavior is incorrect, but a workaround exists that can be used indefinitely.
- Roadmap enhancement: the requested change is broadly useful to clients and is on the CourseLeaf roadmap.
- Client-specific enhancement: the requested change is not critical and is specific to the requesting client.

The ranking of the “client requirement” tasks is one of the things that makes Leepfrog so unique – we have a “whatever it takes” partnership with our clients that allows us to respond to specific situations at a client in order to create a much more functional product. Detailed support information can be found in the Ongoing Support Services (CLHelp) section in the Technical Proposal.

Consulting services for implementation of future enhancements

We frequently receive requests from clients for enhanced and expanded functionality and add these to our roadmap for prioritizing and planning new releases. A majority of our project enhancements are introduced during implementation projects. CourseLeaf allocates time in each project to address success criteria that may not be met by the baseline product. The allocated time is used to include the enhancements in the implementation. When these enhancements are determined to be applicable to the broader client base they are rolled into the baseline product.

The Leepfrog User Conference is another source of product enhancement. Several sessions are dedicated to ideas for new features and products and are provided as a forum for client feedback. Representatives from diverse institutions meet and discuss product design and what will meet their specific needs. These sessions are often the incubator for new offerings from CourseLeaf.

Leepfrog provides customer outreach and advocacy to assist the College in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon request.

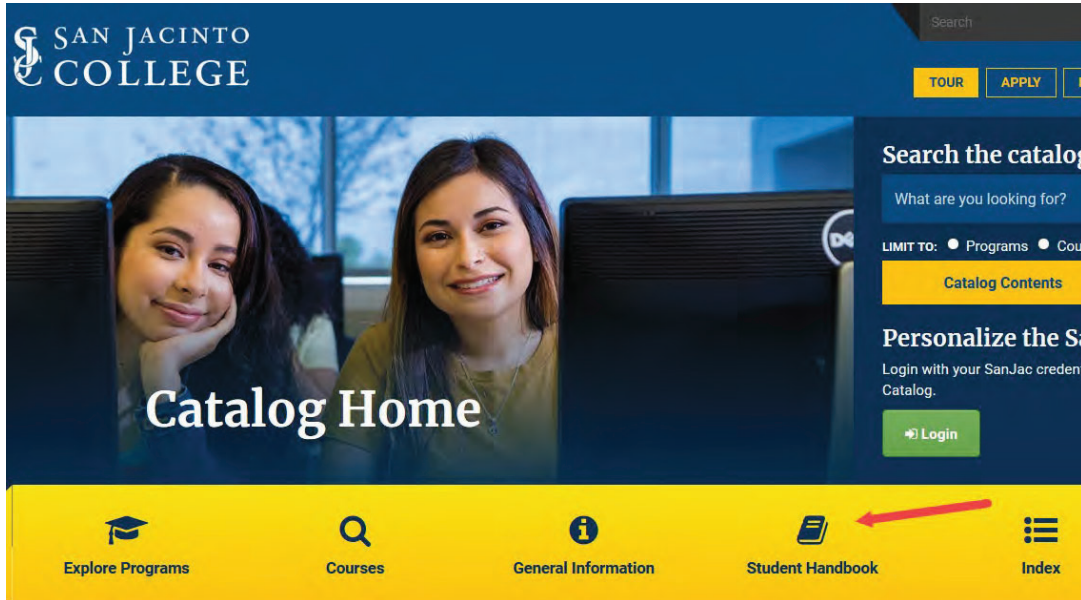
ENHANCED CAPABILITIES DESIRED BUT NOT REQUIRED

If applicable, please detail these below capabilities on the “Value-Added Services” section on the Cost Proposal Form – Attachment H.

Student handbook

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf CAT supports multiple content with ease and regularly publishes undergraduate, graduate, continuing education, student handbooks, policy and procedure manuals, among others. Your Academic and Student Policy and Procedure Manual will have its own separate approval workflow.



Syllabi management tool (historical repository, syllabi templates)

Leapfrog's newest module called CourseLeaf SYL a next-generation syllabi management tool focused exclusively on building accurate, compliant syllabi. SYL leverages multiple data sources to pull in learning outcomes and caters to each step in the syllabi development process by providing powerful templating tools to campus administrators, simple editing tools to faculty, and mobile-friendly and accessible output for students. Leveraging CourseLeaf's well-established interaction with the SIS as the primary system of record, SYL ensures that the accuracy of course information presented in the syllabi is maintained in the midst of constantly changing curriculum and compliance demands.

This feature has been detailed on the "Value-Added Services" section on the Cost Proposal Form.

Catalog & program map information can link to department website and post simultaneous/dynamic updates

This feature is included in the baseline version of CourseLeaf, at no additional charge.

CourseLeaf's sophisticated architecture includes links for better search engine optimization and clearly defined dynamic URLs. We have found that schools using other solutions have to update any links that point to catalog pages (whether internally/in the catalog or externally/department website) because of the URL structure. For example, an institution might have 1,000 pages that must be updated when a new catalog is published, requiring many hours to manually make the updates to prepare for the next publication. In CourseLeaf, each link is configured in a given catalog publication and pointed to the current edition. For

example, the following page is published in the 2020-2021 catalog:

<http://bulletin.temple.edu/undergraduate/academic-programs/>.

When the 2021-2022 catalog is launched, Leepfrog will transition the content at that link over to the archive, and then transition the content from the production site to the same URL link. CourseLeaf eliminates this manual, tedious, and cumbersome process which consumes valuable time and effort from your staff.

Tab (13) 4.4.2 Proposed Methodology

Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.

Each institution's environment and strategic priorities are unique; CourseLeaf client requirements defined during implementation impact scope and agreed upon delivery goals. CourseLeaf implementations follow a Client Responsive project schedule. This means that Leepfrog performs the next piece of development and implementation work once we receive the baton from the client, such as following delivery of your unique Business Requirements or input and testing feedback. For example, some institutions cannot meet a designated three-week turn around schedule and may elect a six-week schedule prior to submitting their specifications. In response, Leepfrog will hold the next step in the project timeline until the institution is able to gather and provide the required specifications.

All software technology implementations are a give and take process; gathering specifications, developing the solution and gathering testing and acceptance feedback. The CourseLeaf Client Responsive schedule awards each institution the opportunity to control this give-and-take schedule based on their needs. Deferred and late delivery of client required inputs will automatically create a Client-Responsive flex in schedule. It is critical that each client attend with active and consistent participation throughout the Implementation.

Project Responsibilities

At the start of the project, Leepfrog will request client documentation such as a SIS data extract, copy of your workflow, and then outlines your business requirements. Our consultants will provide a consultation session to work with your functional leads to analyze the current configurations, setup, and data design in the SIS, which will confirm the full scope of data required to send in the extract files. Leepfrog will inspect the data, confirm it matches the requirements, and load it into the CourseLeaf data structures. Our responsibilities during the project include:

- Manage the project timeline from an external perspective.
- Jointly discuss the technical intake using the CourseLeaf Intake document.
- Integrate CourseLeaf with institution systems from a technical perspective.
- Create an initial set of forms and processes for your review, and jointly evaluate and discuss those in a consulting session.
- Customize the software to meet your needs, based on our joint evaluation. This can range from almost no customization to a significant amount based on scope, timing, and interest.

- Provide training to administrators and end-users on how to use the software.
- Customize CourseLeaf to the publication format provided for web and PDF output.
- Release the final implementation of CourseLeaf for your internal users.

The implementation plan will require resources from College IT support team and other subject matter experts. These resources generally include a small functional team of 2-5 members with working knowledge of the institution's curriculum processes, procedures, and workflows. Members of the functional team generally contribute 4 hours per week and are available for a one-hour weekly call during the entire implementation. The technical team usually includes 1-2 IT members with experience in running data extracts and providing support for installation and testing of the data feeds. This requires approximately 4 hours of installation time for each testing and production environment of the SIS. Members of the technical team should be available for 2-3, one-hour calls to discuss progress and testing plans. College responsibilities will include:

- Designate and task an internal project manager or team leader to interface with Leepfrog personnel and coordinate the College's execution of its responsibilities in launching the solution, and provide adequate internal resources to assure timely deployment. This includes knowledge experts in the curriculum processes and SIS data modelling.
- Provide an extract of its courses along with information to link the departments to the courses.
- Manage the project timeline from an internal perspective.
- Jointly discuss the technical intake with Leepfrog using the CourseLeaf Intake document (Registrar and IT personnel).
- Provide guidance on authentication and protocols, providing an export of course data from the SIS in a tab delimited or similar format, and discussing URLs to use for publication (IT personnel).
- Jointly evaluate the test and production environments with Leepfrog.
- Ensure key administrators and end-users attend training.

Quality Assurance

Leepfrog employs an internal QA testing department dedicated to testing your software solutions as they progress through the development phases and during the final QA testing period before go-live. We follow strict quality control measures that include test documentation and a version release protocol. Leepfrog performs quality assurance testing throughout the implementation process and uses its own regression testing environment, which also provides throughput benchmarks.

CourseLeaf's software development methodology follows a 4-stage process consisting of Development (Dev), Quality Assurance (QA), Testing, and Production. This process accomplishes three goals: setting concurrency controls, tracking changes, and ensuring stability with the client's custom applications.

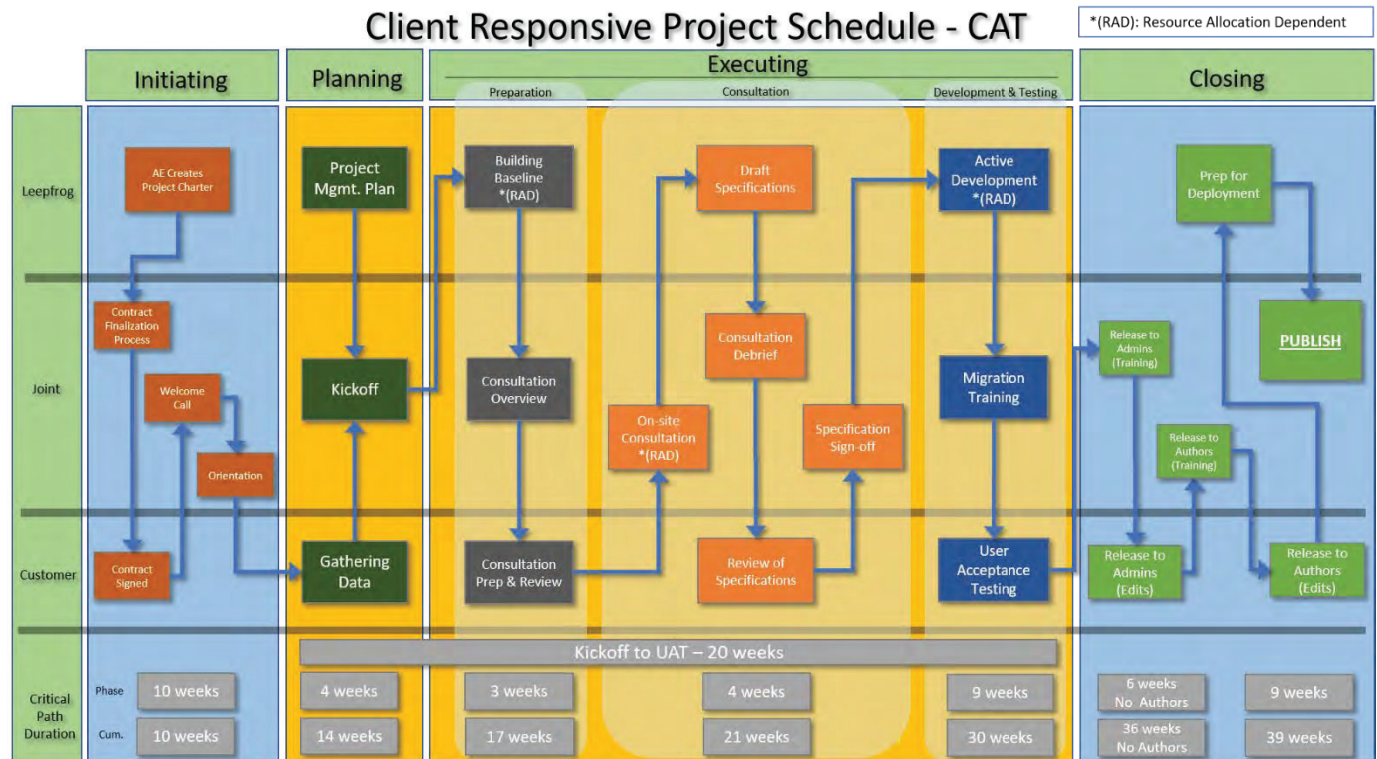
As the CAT and CIM solutions are custom tailored to the unique business requirements of each institution, we provide our clients with customized test plans that include detailed steps for testing functionality of the software as it is designed to work per your specifications. Institutions have access to a CourseLeaf test site and most of the client functionality testing is done once development is complete and the system is moved to

the “Next” environment. The bulk of the testing involves your custom curriculum forms but the following areas are also rigorously reviewed and tested internally by Leepfrog personnel and then by the client.

- **Search Engine Testing** – Testing candidate queries against datasets of indexed pages to verify expected results for each query.
- **Form Sync Testing** – A collaborative working session between the client’s Steering Committee and IT resources, and Leepfrog’s Implementation and SIS Integration teamsto ensure that data from CIM matches the course data in the SIS.
- **Cross Browser Testing** – Testing your website or application in multiple browsers to ensure it works consistently and as in intended without any dependencies, or compromise in quality. This is applicable to both web and mobile applications.
- **Workflow Testing** – Testing the various course and program proposal scenarios to ensure workflow routing is accurate.
- **Allcodes, Cross-Listing & Ecosystem Testing** – Testing to ensure the mapping relationships between courses, programs, prerequisites, corequisites, and cross-listed courses are correct and functional

Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date as identified in Section 2.5, Tentative Calendar

Please review the CourseLeaf Implementation section for implementation details.



CourseLeaf Catalog (CAT)

PHASE	ELAPSED WEEKS	WORK HOURS FOR COLLEGE RESOURCES				
		Project Manager	System Admin	Subject Matter Experts	Technical/ System Analyst	End User
Planning/Analysis	1 week	8	4	4	0	0
Requirements Gathering	2-4 weeks	4	4	2	4	0
Design/Build	1-5 weeks	25	40	15	6	0
Testing	6-8 weeks	2	8	8	2	0
Training	2 days	16	16	2	2	2

Other / Value Added / Enhancement Services. Describe any key feature(s) that uniquely identify additional products and/or services or enhancements, the proposer may provide to the College and the proposed methodology. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.

CourseLeaf Suite

The CourseLeaf Suite today consists of five modules: CourseLeaf Catalog (CAT), Curriculum (CIM), Section Scheduler (CLSS), Planning, Advising, and Registration (PATH), and Syllabi. All modules integrate with one another, third party software, and other data sources for increased efficiency. The CourseLeaf Suite continues to evolve each year to meet the ever-changing needs of our clients and industry.

CourseLeaf Catalog (CAT): Reinvents how institutions build, publish, and manage their academic catalogs with an intuitive toolset that transforms flat, basic text fields into a dynamic, responsive, and student-engaging environment for today's tech-savvy students. CAT includes dynamic workflow, the ability to track and archive edits, and create a central, efficient editing process. Catalogs are published in modern, responsive design HTML and print-ready PDF, allowing students to access a WCAG 2.1 and Section 508 accessible, accurate, and user-friendly catalog. Edit, manage workflows and publish to the web, mobile, and print-ready formats in less time and significantly less effort.

CourseLeaf Curriculum (CIM): Adapts to your institution's unique requirements, maximizes efficiencies and does the heavy lifting for you to promote collaborative planning and approval during the curriculum development cycle. Dynamic next-generation smart forms include institution-specific business logic, data mapping, and automatically drive workflow. Proposal forms use business logic to pre-populate with course and program data from the SIS. CIM displays a CourseLeaf Ecosystem to identify the impact of changes before submitting for approval.

CourseLeaf Section Scheduler (CLSS): Optimizes course section scheduling by centralizing the coordination of course meeting times and setting scheduling rules in accordance with your policies and guidelines. A robust toolset empowers you to visualize schedule distribution across the entire campus, and streamlines how you edit, control, approve, and update the classes offered in a given term, including when they are offered and who is teaching them. Built-in reporting and validation features ensure an error-free schedule every time.

CourseLeaf Planning, Advising, and Registration (PATH): A highly-configurable student advising, planning, and registration module that is both mobile-friendly and universally accessible. Quickly find the right courses, add sections to your CART, and visualize your weekly schedule while PATH automatically conducts pre-flight with fresh data from the SIS. PATH delivers users a personalized experience based on their academic history,

empowering them to confidently register within PATH without needing to navigate complicated registration windows.

CourseLeaf Syllabi (SYL): Our latest module provides a user-friendly interface that allows faculty to quickly and easily build campus-compliant syllabi, maintain a central repository, and publish the information to students and the LMS. CourseLeaf Syllabi leverages multiple data sources that allow administrators and department heads/staff to determine syllabi templates based on class level attributes. Faculty can modify and update their syllabi and publish them to a student-facing website or to a PDF document.

Tab (14) 4.5.1 Cost Proposal Form (Attachment H)

Attachment H – Cost Proposal Form – has been included as a separate excel document.

Tab (15) 4.6.1 Financial Capacity

Leepfrog Technologies' DUNS: 839172814

Tab (16) 4.7.1 Supplier Diversity Small Business (SDSB) Program

Leepfrog Technologies is not certified under the SDSB Program.

Attachment B2 has been included under Tab (3) 4.1.7.

CourseLeaf Implementation & Project Management

COURSELEAF CATALOG (CAT) IMPLEMENTATION PROCESS

ORIENTATION

In the Welcome and CAT Orientation meetings you will meet your Leepfrog implementation team who will guide you through the milestones of your implementation. The Welcome meeting is a high-level discussion designed to introduce teams, confirm the project scope, and identify next steps. The CAT Orientation meeting details the implementation process and outlines the Business Requirements needed to begin the project.

Meeting participants

- Project stakeholders (optional for CAT Orientation)
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Faculty management contact (optional)

Typical agenda items

- Introduction of teams
- Confirmation of scope of project
- Overview of process and milestones
- Review of required documentation known as "Business Requirements"
 - Required to kickoff the project (Business Requirements 1)
 - Required for Migration Training (Business Requirements 2)

GATHERING DATA

Following the CAT Orientation, the baton passes to Client to gather the required documentation to complete Business Requirements 1. Because the CAT module is dependent on the Client's SIS data, the submitted Business Requirements will determine how the CAT solution will look, feel, and function.

Potential effects on implementation timeline

- Delays in completion of required materials will impact the timeline.
- IT resource availability may impact the timeline.

Client responsibilities

- Your Core Team will gather, complete, and send required documentation.

KICKOFF

When Leepfrog has received and verified all required documentation, we will send a Kickoff email noting that Business Requirements are completed and the project will officially begin. At this time, the Client Services Manager will work with you to start scheduling the On-site Consultation.

BUILDING BASELINE

Following the Kickoff email, the baton passes to Leepfrog to build the baseline catalog pages that will be reviewed at the On-site Consultation. Leepfrog audits the collected information and data to verify that everything will integrate correctly into CourseLeaf.

Potential effects on implementation timeline

- Scheduling conflicts may impact the timeline.

Leepfrog responsibilities

- Leepfrog will audit your SIS data extracts and catalog content, begin working with you on the web template design, and build your catalog in CourseLeaf with several fully formatted pages, using standard functionality.

CONSULTATION OVERVIEW

Approximately a week before the On-site Consultation, your Leepfrog implementation team will meet with your Core Team for a webinar to discuss the Consultation agenda, confirm logistics, preview a catalog page, and answer questions.

Meeting participants

- Core Team responsible for catalog implementation
- SIS technical contact
- Faculty management contact (optional)

Typical agenda items

- Introduction to the Consultation
- Review status of Business Requirements 2
- Course display overview
- Faculty management and display overview

CONSULTATION PREP & REVIEW

Following the Consultation Overview, the baton shifts to the Client to prepare for the On-site Consultation. We suggest reviewing the Course and Faculty Guides, PDF documents, and acquiring a sample of faculty data.

Potential effects on implementation timeline

- The timeline may be impacted if the Client does not prepare to make decisions at the Consultation.
- The timeline may be impacted if no faculty data can be acquired for the Consultation.

Leepfrog responsibilities

- Client will prepare decision makers in order to determine specifications during the Consultation.

ON-SITE CONSULTATION

The On-site Consultation is an all-day meeting in which a Leepfrog Implementation Consultant will meet with your Core Team and other campus representatives to discuss specific catalog pages in the CourseLeaf solution. The Implementation Consultant will work with you to decide the catalog specifications that will be used to implement your CourseLeaf catalog.

Meeting participants

- Project stakeholders
- Core Team responsible for catalog implementation
- SIS technical contact
- IT team contact
- Marketing / Web Design contact
- Faculty management contact (optional)
- Faculty members (optional)

Typical agenda items

- Catalog organization and content layout
- Course data and display
- Faculty data and display
- Template considerations

DRAFT SPECIFICATIONS

Following the On-site Consultation, the baton passes to Leepfrog to document the specifications for your catalog determined in the Consultation. The Functional Specifications Document detailing the decisions will be sent to the Client to compare with their notes to ensure that there are no inconsistencies.

Potential effects on implementation timeline

- Delayed delivery of any supplemental information may impact the timeline.

Leepfrog responsibilities

- Leepfrog will review internally to discuss the decisions made in the Consultation and prepare follow-up questions.

CONSULTATION DEBRIEF

Your Leepfrog implementation team will meet with your Core Team to review the decisions made at the On-site Consultation and discuss the specifications outlined in the Functional Specifications Document.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- Review specifications

REVIEW OF SPECIFICATIONS

Following the Consultation Debrief, the baton passes to the Client to review and approve the Functional Specifications Document. These specifications will be used as we move forward in implementation.

Potential effects on implementation timeline

- Delayed review and approval of the specifications will impact the timeline.
- Delayed delivery of any supplemental information or data identified as required by the Implementation Consultant will impact the timeline.

Client responsibilities

- Your Core Team will review and approve the Functional Specifications Document.

SPECIFICATION SIGN-OFF

After reviewing the specifications document, send an email to Leepfrog to indicate your official approval and migration of your catalog will begin. From this point forward, any changes will be evaluated as a change request and may incur an additional charge and impact the timeline.

ACTIVE DEVELOPMENT

When Leepfrog has received sign-off of the specifications, the baton passes to Leepfrog to begin active development and migration of the catalog. During this phase, Leepfrog formats and reviews all catalog pages according to your specifications and standards. Leepfrog also implements the configurations and customizations determined at the On-site Consultation. For this reason, migration represents the largest amount of time in the implementation process.

Potential effects on implementation timeline

- Consultation specifications, catalog size, content interpretation, and custom development may all impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will begin migration, during which every catalog page is formatted and reviewed to verify that your specifications have been implemented correctly.

MIGRATION TRAINING

Once migration has begun and after the completion of Business Requirements 2, your Core Team will attend a webinar to learn how to access, review, and approve catalog pages in the CourseLeaf CAT software. The CSM will schedule weekly status meetings to check in and answer questions from both teams.

Meeting participants

- Core Team responsible for catalog implementation

Typical agenda items

- How to access, review, and approve catalog pages

USER ACCEPTANCE TESTING

After Migration Training, the baton passes to the Client to review and approve each catalog page as it is completed by Leepfrog. Your team will also review and update a Navigation Spreadsheet to indicate any page re-organization or URL renaming needed.

Potential effects on implementation timeline

- Available resources for reviewing and approving the pages as well as any changes requested after sign-off may have an impact on the length of this phase.

Client responsibilities

- Your Core Team will review and approve each catalog page to verify your specifications have been implemented correctly.

RELEASE TO ADMINS

Once migration is complete and your Core Team has approved all catalog pages, the catalog is prepared for the Release to Admins phase. Leepfrog will also generate your full PDF of your catalog. At this point the catalog is turned over to your Core Team, and your Leepfrog implementation team assists you in a support role. Your Core Team completes a detailed review of each catalog page and edits content as needed. A webinar will teach your Core Team the detailed functions and tools in the CourseLeaf solution to aid them during this phase.

Toward the end of this phase, if your implementation plan includes releasing the catalog to end users for editing, your Core Team will document the ownership and approval workflow for each catalog page. Leepfrog will then load the page owners and workflow into CourseLeaf before the pages are released to authors. Releasing to authors includes a two-day on-site training where your end users will learn how to review and edit pages for the next catalog edition.

Potential effects on implementation timeline

- Catalog size, the number of updates to be made, and available resources may impact the length of this phase.

Client responsibilities

- Your team will complete any updates, approve every page, and review organization.

PREP FOR DEPLOYMENT

After edits are completed, the baton passes to Leepfrog to prepare your catalog for publication. Your Leepfrog implementation team will create a preview site of your catalog for your final review; then Leepfrog and your administrators will work together to finalize the site for publication.

Potential effects on implementation timeline

- The number of revisions needed to be made to content or course data may impact the length of this phase.

Leepfrog responsibilities

- Leepfrog will work with you to create a preview site for final review and publish when you determine it is ready.

PUBLISH

When you approve the preview site, Leepfrog will publish your catalog to your public site.

CourseLeaf Training

Leepfrog provides extensive training and online resources for all College staff (including administrators, IT personnel, and end-users), which is included in implementation. Initial training will be conducted by Leepfrog via a series of webinars to train College administrators on how to use their new CourseLeaf solution. There is no limit to the number of initial training webinars available to the institution during the implementation process.

Following implementation, training is typically conducted over a two-day workshop for administrators, technical staff, and end-users of the system. CourseLeaf clients have found the training with end-users to be extremely valuable – not so much for learning the software, which is intuitive and user-friendly, but more to smooth the transition to a new process, facilitate end-user buy-in, and identify areas where CourseLeaf can be adjusted to better suit your environment.

The training will be scheduled around the College's timelines and is broken down into several groups for a more concentrated training session. Training is tailored to your needs and uses College-specific content. Training for administrators takes approximately four hours over the two days, and training for end users consists of two-hour workshops where authors bring actual work they need to accomplish and are able to complete the work in real time. The two-day training led by a Leepfrog trainer concludes the bulk of the implementation. Leepfrog's training methodology has proven most effective across a broad range of schools, personality types, and cultures.

Leepfrog will conduct refresher training for staff via webinar on an annual basis upon request as part of Ongoing Support Services. All clients are also provided access to LilyPad University, which serves as a repository of online learning resources including access to live product-specific or topic-specific webinars at no additional charge. Additional training is always available to be contracted if requested.

Clients also have access to an online CourseLeaf user community where Leepfrog staff and clients discuss topics, share advice, and ask questions. In the summer months, CourseLeaf offers numerous live Encore Presentations in webinar format to address a variety of topics related to CourseLeaf functionality. These webinars are generally an hour in length and presented by Leepfrog staff with time for questions and answers. Additional refresher training via webinar format can also be provided as contracted. Webinars usually range in time from one to two hours depending on what the client would like us to cover.

We also host an annual Leepfrog User Conference (LUC) to offer advanced training sessions and solicit feedback from our most important sources – our clients. Our latest conference was held virtually in February, 2021. LUC covers best practices, highlights new features and products, offers SIS intensive workshops, advanced training workshops, refresher trainings, and one-on-one time with Leepfrog and other peer client institutions through LilyPad Labs.



CourseLeaf Ongoing Support Services (CLHelp)

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and Development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee agrees to the following responsibilities:

- Designate point of contact for Licensee's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.

1. Hours of CLHelp Support Services

Support Hours

Standard	24x7
Holidays	Except all United States Holidays

2. How to report Issue and Establish CLHelp Ticket

Licensee may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	clhelp@courseleaf.com
Support Portal	https://helpspot.courseleaf.com , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4. Product	Identify CourseLeaf product affected / impacted.
5. Page(s), Course (s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.

4. How to check the status of an Issue

Step 1	Visit https://helpspot.courseleaf.com
Step 2	click "Check on a Request"
Step 3	enter Access Key

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee and are cross-trained to ensure all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensees are encouraged to reference this HelpSpot ticket number throughout the life of the Issue. By visiting <https://helpspot.courseleaf.com> and clicking "Check on a Request", Licensee can enter their access key and view the history of any Issue reported.

5. Classification of CLHelp Ticket

Upon report of Issue, Leepfrog will review the information reported and will classify based on the information below.

Clarification of Issue Reported			
	Classification Description	Included in Support	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	Yes. CLHelp will coordinate with Licensee's assigned Leepfrog CSM and other resources as may be required in solving the Issue.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Access to LilyPad University	Pre-taped and online webinar training supporting the use of CourseLeaf Product. CLHelp empowers Licensee and their End Users to utilize self-help tools to gain the most effective use and benefits of the CourseLeaf software.	Online webinar training is available at Leepfrog's LilyPad University for all administrators and End Users. A list of available training can be found on the Licensee Help Site.	None.
Refresher Training	Online webinars for clients who may need additional support following a software patch or Upgrade. These webinars clarify the change and provide answers to frequently asked questions.	Up to one (1) hour of customized online webinar training.	None.
Training	Licensee's request for Leepfrog to come onsite and/or to prepare specialized training. This is often used by clients who have new personnel in a critical CourseLeaf product role or have experienced high turnover in their administrative support roles.	On site or webinar training is available for all users.	This work will require a SOW and may include additional scope, schedule and cost.
Template Refresh	Available free of charge once each year on a limited basis and upon written request of Licensee, Leepfrog will refresh one (1) CAT template in look and feel to maintain consistency with Licensee branding guidelines. See Template Refresh section below for more information.	HTML, CSS and JavaScript must meet existing functionality. See Template Refresh section below for more information.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
CourseLeaf Professional Services	Leepfrog's Professional Consulting Services available to give student-user-impact to your CourseLeaf products.	CourseLeaf Professional Services (CPS) are available for all users.	This work will require a SOW and may include additional scope, schedule and cost.

6. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee, discuss and jointly develop a plan with Licensee prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

Leepfrog is not responsible for correcting any errors not attributable to Leepfrog and those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Leepfrog.
- Any alterations or additions to the software by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.
- Use of the software or service in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of the Software.
- Interconnection of the software with other software products not supplied or approved in writing by Leepfrog.

CLHelp Ticket Prioritization						
	1	2	3	4	5	6
	Public Defect Severity	Next Defect Severity	Licensee Requirement Severity	Repair Severity	Roadmap Enhancement Severity	Client-Specific Enhancement Severity
Software Behavior	Incorrect	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is required to for software to be usable at License location. Support assessment and scheduling availability is required.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee	Will be determined in joint discussion with Licensee	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee

7. Template Refresh

Template Refresh means Leepfrog's service to update your CAT Template look and feel to remain consistent with any Licensee branding changes. This service is available free of charge once each year on a limited basis. Comprehensive changes and updates are available as part of Leepfrog's Impact Services. CLHelp will work with you to determine which refresh options best fit Licensee needs.

8. Leepfrog User Community (community.courseleaf.com)

In support of Leepfrog's training and LilyPad University classes, Leepfrog also offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lftraining@leepfrog.com for any training, LilyPad and User Community questions.

9. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee request.

10. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a week-long users conference. LUC is an exciting and engaging experience where our clients can:

- Meet their Leepfrog team.
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional).
- Participate in additional and unique training opportunities.
- Engage with peers who are using the various CourseLeaf solutions.
- Hear about ways to enhance your use of the CourseLeaf solutions.
- Learn about new and upcoming features and products.

11. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing Support Services, is available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee's Issue and request and will forward this information to the Leepfrog Sales Executive who will develop a SOW for Licensee review and signature.

12. Backups

Data backups of the Iowa City, IA, Leepfrog Data Centre are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

13. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring of the solution. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

14. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the problem and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance

procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

15. CourseLeaf Hosting

CourseLeaf's optimal hosting environment is at the Iowa City, IA, Leepfrog Data Centre where we host over 98% of our clients. If Licensee plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

16. Licensee On-Premise (Self Hosting)

Upon Licensee request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

17. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

18. Suspension of Services

Leepfrog may suspend use by Licensee to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog believes that Licensee's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If reasonably necessary to prevent unauthorized access to Licensee Data;
- c. If Licensee's undisputed accounts are more than 90 days past due; or
- d. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee to any Services, Leepfrog will:

- a. Promptly provide Licensee with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

19. Data Security and Integrity

Leepfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leepfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leepfrog's own confidential data. Leepfrog will provide access to Client Content only to Leepfrog employees, agents and contractors with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence. As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach of its security or data, or a breach, compromise of, intrusion or vulnerability in the Leepfrog Technology, Leepfrog will:

1. notify Licensee of such breach or potential breach as soon as reasonably possible;
2. investigate and remediate such breach or potential breach at least to the extent required by law, and
3. if the breach or potential breach resulted from a failure or weakness in Leepfrog systems or Leepfrog's procedures, provide Licensee with satisfactory assurances that the breach or potential breach will not recur;

Leepfrog will reasonably cooperate to assist Licensee in: (a) identifying individuals potentially affected by the breach and (b) providing any notifications required by applicable law.

20. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

CourseLeaf Exceptions to the Terms & Conditions

Legal Exceptions – Broward College RFP-2021-057-JH

Deviations to the document “Sample Standard Contract”

Page	Section	Comment
1	1. Invoices and Payments	See Section 8 Fees and Exhibit A Payment Terms of Leepfrog’s Software and Service Agreement (SSA)
1	acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein	Leepfrog will deliver based on the respective Module Exhibits of the SSA, including the specifications and requirements as supplied to Leepfrog and as mutually agreed during Implementation. See the respective Exhibits in the SSA.
1	2. Indemnification	See Section 13 Indemnification of the SSA for Leepfrog’s Indemnification obligations.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog’s indemnification obligations terminate with the termination of the SSA. See Section 13

		Indemnification of the SSA.
1	3. Indemnification for infringement of any intellectual property claims	See Section 13 Indemnification of the SSA for Leepfrog's Indemnification obligations.
1	("Materials")	Leepfrog will provide Indemnification for its software and services
1	Vendor warrants that the materials are owned by or licensed to the Vendor	Leepfrog does not warrant non-infringement. Leepfrog does represent that we either own or have the corresponding license right to use all materials. See Section 2 License, Section 3 Ownership and Section 13 Indemnification of the SSA.
1	This paragraph shall survive the expiration or termination of this Contract.	Leepfrog's indemnification obligations terminate with the termination of the SSA. See Section 13 Indemnification of the SSA.
2	4. Termination for Default	See Section 12.3 Termination for Cause of the SSA. Leepfrog will look

		for Section 12.5 Obligations /Effect of Termination in all cases.
2	The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's material breach of contract.	Added language See Section 15 Limitation of Liability of the SSA
2	5. Termination for Convenience	See Section 12.2 Termination for Convenience and Section 12.5 Obligations /Effect of Termination in all cases.
2	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.	Leepfrog will look for payment based on Section 8 and Exhibit A and Section 12.5 Obligations /Effect of Termination in all cases of the SSA.
2	6. Audit The Vendor shall agrees to maintain all records, books and documents directly pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. With advance written notice, Leepfrog will cooperation with The College shall have inspection and for an audit rights to such records for a period of 3 years from final payment under this Contract, at College expense . 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 .	Added and removed language
2	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,	Removed language

	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.	
2	<p>8. Public Entity Crimes/SDN List</p> <p>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 directly applicable laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes, subject always to Section 12.5 of the SSA. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.</p>	Added and removed language
3	<p>9. Public Records/Request for Contractors</p> <p>To the extent required by applicable law, Leepfrog agrees to provide The Vendor shall allow public access to applicable 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.</p> <p>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 will must comply with applicable public records laws, and will shall:</p> <p>(a) Keep and maintain public records required by the College to in performance of the service.</p> <p>(b) Upon written 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.</p> <p>(c) Treat any Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements as Confidential and are not disclosed except as authorized by law or by this Contract for the duration of the contract term. and following completion of the contract if the Vendor does not transfer the records to the College.</p>	Added and removed language

	<p>(d) Upon completion of the Contract, Leepfrog will keep records as required in Section 6 Audit. 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</p> <p>[...] AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL SHALL MAY CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION FOR CAUSE PURSUANT TO PARAGRAPH 4 SECTION 12.3 OF THE COURSELEAF SSA.</p>	
4	<p>10. No Waiver of Sovereign Immunity</p> <p>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.</p>	Removed language
4	<p>11. College's Tax Exemption</p> <p>The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes of its employees resulting from this Contract.</p>	Added language
4	<p>12. Assignment/Guarantor</p> <p>Neither paty 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 other. 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</p>	See Section 16.3 Assignment of the SSA

	<p>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.</p>	
4	13. Force Majeure	See Section 16.6 of the SSA
4	14. Amendments	We agree. However, we do have a SOW of process and I just want to clarify the distinction between a SOW for projects and amending the Terms of the SSA.
5	<p>15. Entire Agreement</p> <p>This Contract including the CourseLeaf Services and Software Agreement and all its Exhibits and Attachments 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.</p>	<p>See Section 16.1 and 16.7 of the SSA</p> <p>Added language</p>
5	<p>18. Vendor Not to Limit Warranty</p> <p>Leepfrog will provide Warranties in accordance with Section 11 Warranties and Disclaimer of the CourseLeaf Services and Software Agreement. The vendor shall not limit or exclude any express or implied warranties and any attempt to do 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 in accordance with industry standards.</p>	Added and removed language
5	19. Terms/Provision	See Section 16.7 Waiver of the SSA
5	<p>20. Statement of Services</p> <p>Reserved. 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</p>	Leepfrog does not agree to time is of the essence provisions based on our collaborative Client Responsive

	<p>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.</p>	<p>Project Schedule. See Section 7.2 of the SSA.</p>
6	<p>21. Compensation/Consideration</p> <p>The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in Exhibit A of the SSA and as otherwise provided in the SSA. 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 may terminate this agreement subject to Section 12.8 Termination Due to Non-Allocation of Funds of the CourseLeaf Services and Software Agreement. 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.</p>	<p>Added and removed language</p>
6	<p>22. Insurance</p> <p>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</p> <p>\$___in general liability insurance, \$___in automobile liability insurance, \$___in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all</p>	<p>See Section 14 Insurance of the SSA</p>

	<p>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.</p>	
6	<p>23. Ownership</p> <p>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.</p>	<p>Leapfrog does not perform works for hire. See Section 2 License and Section 3 Ownership of the SSA.</p>
6	<p>24. Compliance/Licenses</p> <p>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</p>	<p>Removed language</p>
7	<p>25. Independent Contractor</p> <p>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</p>	<p>See Section 16.5 Independent Contractor of the SSA</p>

	<p>proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.</p>	
7	<p>26. Disputes</p>	See Section 16.13 Disputes of the SSA.
7	<p>27. Immigration</p> <p>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.</p>	Removed language
7	<p>28. Change in Personnel</p> <p>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 as quickly as possible 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.</p>	<p>Leepfrog has very few subcontractors/independent contractors but these agreements are already in place</p> <p>Added and removed language</p>
7-8	<p>29. Background Checks</p> <p><u><i>This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.</i></u> Reserved as to Leepfrog. 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</p>	Added and removed language

	<p>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.</p> <p><u>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."</u></p>	
8	<p>30. Marketing</p> <p>Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards. With written consent, However, Vendor is prohibited from may obtaining and use 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. <u>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.</u></p>	Added and removed language
8	<p>31. Employment Benefits</p>	See Section 16.5 Independent Contractors of the SSA
8	<p>32. Stop to Work Order</p> <p>With written notice, The College may require 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 to the public, or the possibility of damage to College equipment or College 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</p>	Added and removed language

	<p>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, with the understanding that Vendor will have the opportunity to modify project schedule, scope and cost based on the circumstances presented and the work stoppage dates. In response to College's work stoppage order, Leepfrog will The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and will work with College to remedy such circumstances. Until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the Leepfrog will provide College with a SOW modifying project scope, schedule and cost, as applicable and such mutually executed SOW will College may amend this Contract to reflect agreed any changes. to the Statement of Work and/or the project schedule.</p>	
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CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and _____ ("Licensee" or "Client"), located at _____.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee in accordance with the terms and conditions of this SSA.
- C. Licensee and Leepfrog wish to enter into a cooperative agreement to enable Licensee to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Application(s)"** means an academic catalog management system and modules to generate, manage and deliver information products to internal and external consumers and End Users.
- 1.2 **"Business Requirements"** The gathering and review of Licensee's data which includes and may not be limited to the following: Course and Program Specifications, Workflow Specifications and Student Information System (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data words, images, graphics, fonts, property and other content Licensee requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include but are not limited to the modules of CAT, CIM, CLSS, Syllabi and PATH, including its respective piece parts and related offerings.
- 1.5 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee which are required to satisfy the Technical Requirements as identified during Implementation or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee, and upon or within which the Implementation is dependent and the Software is intended for use.
- 1.6 **"Developer Partner Program"** means Leepfrog's program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.7 **"Documentation"** means this SSA and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.8 **"Effective Date"** means the date of the last signature to this SSA.
- 1.9 **"Emergency Support"** means Leepfrog technical support services available after Hours of Operation.

- 1.10 **“End Users”** means those persons who are faculty, agents and/or staff of the Licensee who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee’s information systems department or independent contractors engaged by the Licensee who are tasked with support and maintenance of the Licensee’s information technology systems.
- 1.11 **“Enhancement Request”** means a request by Licensee to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.12 **“Fix”** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.13 **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.14 **“Leepfrog Technology”** means the CourseLeaf Products, computer Software and supporting Documentation supplied by Leepfrog to Licensee under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment product, and the intellectual property rights contained therein. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.
- 1.15 **“Hours of Operation”** means Leepfrog’s standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog.
- 1.16 **“Fees”** are the monies due and owing to Leepfrog from Licensee for the CourseLeaf Products and Services. Licensee payment is due thirty (30) days from Invoice Date.
- 1.17 **“Ongoing/Subscription Support Services”** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee during the Term .
- 1.18 **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.19 **“Services”** means the installation, implementation, configuration, migration, training, support, ongoing support services, subscription services, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.20 **“Software”** shall mean the Applications for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.21 **“Statement of Work” or “SOW”** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this SSA. SOWs shall be executed by both parties and bound by the terms and conditions of this SSA, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.22 **“Subscription Services”** means a purchase by prepayment for receiving Services.
- 1.23 **“Technical Requirements”** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this SSA and its Exhibits.
- 1.24 **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.25 **“Test Environment”** means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee’s academic departments, and the related documentation.

- 1.26 **“Test Environment Period”** means the period commencing upon the date any work whatsoever is performed on Licensee’s catalog and continuing until the date modifications recommended by the Leepfrog’s test environment group are incorporated.
- 1.27 **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.28 **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.29 **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee’s software, firmware, hardware, wireless communications device, computer system or network.
- 1.30 **“Work Order”** means a document describing the technical services Leepfrog will provide and may be part of a Statement of Work. All Work Orders will serve as an Exhibit to this SSA and be bound by the terms and conditions of this SSA unless otherwise expressly provided and agreed in the Statement of Work.

2. License.

- 2.1 Subject to payment of the Fees described in this SSA, Leepfrog hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, non-transferable and nonassignable license to the Documentation, Leepfrog Technology and the Software all solely for Licensee’s business purposes by the End Users, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. Licensee hereby covenants that it will not modify the source code of the Leepfrog Technology in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.3 Licensee shall have the right to copy or reproduce the Documentation, in whole or in part, as necessary so that End Users can access and otherwise use the Software as described herein on designated systems, including such duplication as described in Section 3.2, below, but in no event shall the Software be used for more than one (1) top level domain name or server name. There is no limitation to the number of subdomains or End Users. Further, Licensee may make one or more copies of the Software solely for archival or disaster recovery purposes. If self-hosted by Licensee, except for the foregoing, Licensee shall not copy the delivered code of the Software.
- 2.4 Leepfrog hereby grants Licensee a nonexclusive, royalty-free, worldwide, license to display the Leepfrog Branding solely as required in order to comply with any attribution obligations under this Agreement.
- 2.5 Licensee hereby grants to Leepfrog, a nonexclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or Client information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.
- 2.6 Licensee agrees to provide Leepfrog access to their Client Content, and other technology Leepfrog may require to develop, implement and maintain Software.

3. Ownership.

- 3.1 Between Licensee and Leepfrog, Licensee acknowledges that Leepfrog owns all right, title, and interest in and to the Software, Documentation, CourseLeaf Products and Leepfrog Technology (except for any software licensed by third parties to Leepfrog), and that Licensee shall not acquire any right, title, or interest in or to the Software, Documentation, CourseLeaf Products and Leepfrog Technology, except as expressly set forth in this SSA. Licensee further acknowledges and agrees that the Software, Documentation, CourseLeaf Products and Leepfrog

Technology, including the structure, sequence and organization, all derivative works and all copies, in any form provided by Leepfrog or made by Licensee are the sole property of Leepfrog and/or its suppliers. Licensee shall not have any right, title, or interest in or to any such Software, Documentation, CourseLeaf Products or Leepfrog Technology, or copies thereof, except as provided in this Agreement, and further shall secure and protect all Software, Documentation and Leepfrog Technology consistent with maintenance of Leepfrog's proprietary rights therein. No remarketing, redistribution, or other commercialization of the Software, Documentation or Leepfrog Technology is authorized hereunder. The Software, Documentation and Leepfrog Technology may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party. Licensee will not remove, obscure, or alter Leepfrog's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any Leepfrog software, documentation, or output.

- 3.2 Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software. Licensee shall maintain and place on any copy of the Software and/or Documentation that it reproduces, whether for internal use or for distribution to End Users, and in whatever form, all such notices as are authorized and/or required hereunder. Licensee shall use the following notice, or such other reasonable notice as Leepfrog shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program script, source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation reference manuals:

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This disclaimer of warranties and limitation of liability set forth immediately above applies to this agreement but does not apply to or otherwise limit the effect of Section 11 Warranties and Disclaimers and Section 15 Limitation of Liability of this Agreement as between the parties hereto. End Users using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses and Licensee maintains responsibility in all cases of disclosure.

- 3.3 Except as set forth in Section 2.4 and 3.6, nothing in this SSA shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee's mark by Leepfrog shall inure to the benefit of Licensee, and all use of Leepfrog marks by Licensee shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.4 Licensee and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee. Licensee may request retrieval or delivery of their Client Content and catalog information residing on Leepfrog's servers at any time.
- 3.5 Licensee agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee's attention during the use of the Leepfrog Technology will be owned by Leepfrog, and hereby assigns to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6 Licensee agrees to provide the appropriate use license for Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their images,

graphics, fonts or other property that is requested by Licensee to be placed either on the web site and/or in the print catalog of the Licensee's CourseLeaf product on Licensee's behalf.

- 3.7 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the documentation shall be in electronic form, together with a copy of the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a Leepfrog hosted environment pursuant to this agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee as outlined in the respective Exhibits. These Services may include but are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is at Leepfrog's sole discretion. All Ongoing/Subscription Support Services provided to Licensee by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this SSA, not to make additional charges for delays caused by Licensee in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software licensed hereunder, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing Support Services.
- 5.2 Other Modifications. Licensee acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be deployed by Licensee, as well as other parties. To the extent Licensee requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work and/or Work Order shall control.

6. Security and Protected data.

- 6.1 Licensee has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures to protect any student data/records held by Licensee and required by Leepfrog to perform the Services from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog will store and use such records consistent with its Data Security and Processing Policy. Licensee shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee as between the Licensee and Leepfrog.
- 6.2 Licensee has control over and may limit the type of Protected Data to provide to Leepfrog, but this may limit some of the available features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder,

that Licensee shall not send or transmit such health or financial information to Leepfrog and Licensee will hold harmless Leepfrog from such disclosure pursuant to the agreed Indemnification obligations (Section 13).

- 6.3 Leepfrog's Services may require certain information, whether from the Licensee's student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, academic level, classification, instructor, declared programs, course history, etc. ("Protected Data"). Some of the Protected Data may be public information such as Licensee's Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)).
- 6.4 In the event Licensee is purchasing a CourseLeaf service or module, specifically the PATH module and related services, Licensee acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee managed authentication process through an internet browser running on the student's personal computer or other device, and PATH, to search classes and plan for registration based on that student's academic history.
- i. PATH operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee's security and encryption protocols and does not transmit such data to Leepfrog or Leepfrog third parties.
 - ii. Accordingly, Leepfrog warrants (a) the PATH application, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Protected Data to unauthorized recipients or unintended recipients including Leepfrog's employees, agents or subcontractors, and (b) no Leepfrog employee, agent or subcontractor shall use PATH to disclose Protected Data to unauthorized recipients or unintended recipients.
 - iii. Further, subject to Section 6.2(iv), Leepfrog will indemnify and hold harmless Licensee from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee from any such diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a breach of the warranty in Section 6.4(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leepfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because Leepfrog has no control over security measures associated with the student's device, Licensee's network environment or Licensee's authentication process, Leepfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees, Leepfrog will provide the Services as detailed in the respective Exhibits attached hereto.
- 7.2 Client Responsive Project Schedule. Leepfrog uses a Client Responsive Project Schedule, meaning that Leepfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Clients have the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee by Leepfrog or requested by Licensee, to facilitate the use of the Leepfrog Technology shall be in the form of an exhibit, Statement of Work and/ or Work Order. Licensee must be current with all Fees due under this SSA prior to Leepfrog providing any additional products or services, whether under separate exhibit, SOW or Work Order.
- 7.4 Licensee is aware that Leepfrog will provide Services on a nonexclusive basis. Licensee acknowledges that Leepfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict Leepfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to an inevitable disclosure of Licensee's Confidential Information.

- 7.5 Licensee hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

8. Fees.

- 8.1 In consideration for the License and Services offered under License Sections 2 License and Section 7 Services, Licensee agrees to pay the Fees during the Term in accordance with the payment terms in Exhibit A.
- 8.2 All payments to Leepfrog from Licensee shall be made by ACH transfer, check, money order or cashier's check, in U.S. currency, on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.
- 8.3 Until Licensee provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee.
- 8.4 Leepfrog will separately invoice Licensee for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW or Work Order. If Licensee fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services if Licensee fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee for delay or damage caused because of such suspension of Services.
- 8.6 Where applicable, Licensee shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee.

9. Licensee Obligations.

- 9.1 Licensee agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee's database environments, data services technical requirements, decision making, workflow and more as required to facilitate development, delivery and support of the Leepfrog Technology. Should Licensee be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee's expense.
- 9.2 Licensee shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee's technical obligations. Licensee will designate at least one Licensee employee qualified to address technical support issues.
- 9.3 Licensee shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, implement and maintain Software for use by Licensee. Licensee agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee regarding proper authorizations, legality, and intellectual property

rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee.

- 9.5 In the event Licensee elects to self-host the CourseLeaf product solution, Licensee shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog Technology. Licensee shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee is responsible for all ongoing maintenance of Licensee systems.
- 9.6 During the Test Environment Period, Licensee agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Notwithstanding any other provision of this Agreement, Licensee acknowledges that the Test Environment is provided to Licensee "as is" and Leepfrog makes no warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 "Confidential Information" means all information and data relating to the Parties' technology products, services or business, in whatever form such information may be disclosed, including without limitation: Client Content, licensee data, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary information and products and trade secrets of Leepfrog and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions from which Leepfrog derives independent economic value and/or trade secrets under applicable law and shall be protected. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below. Licensee may develop its own training material or documentation solely for its own internal purposes, but agrees to keep any such material in password-protected area not available to the general public and clearly label such material as Confidential and Proprietary.
- 10.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensees or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee or any Licensee agent, as contemplated herein and as provided in this SSA.
- 10.4 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; or, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; or (iii) publicly available without breach of this SSA; or, (iv) known to the receiving party prior to its receipt from the disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction, in which case the

party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.

- 10.5 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers Trade Secrets and, (ii) dispute the release of information for reasons of trade secrets.
- 10.6 Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.7 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Leepfrog and Licensee warrant that each has full power and authority to enter into this SSA.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further represents and warrants to Licensee that the Leepfrog Technology, as delivered to Licensee for production use, shall: (i) shall perform in accordance with this SSA and Documentation; (ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any catalog information without Licensee's consent.
- 11.4 Leepfrog warrants that it shall implement and maintain an information security program, including reasonable safeguards and controls designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software for a period of ninety (90) days from the date of delivery. Following the warranty period, the parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee's use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORISED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except

as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee is found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee's sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the licensee for the initial license costs of products licensed, along with all implementation services provided.

- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORISED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT CONTENT PROVIDED BY LICENSEE.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for three (3) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") each commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and each Renewal Term, if any, shall collectively be referred to as "the "Term"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of any Renewal Term.
- 12.2 Termination for Convenience. Licensee may terminate in any Renewal Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided a reasonable amount of time to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 and 16.3; (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.
- 12.4 Effective Date of Termination. Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.5 Obligations/Effect of Termination. Upon the termination of this SSA for any reason:
- i. all license rights granted under this SSA shall terminate; and,
 - ii. Licensee shall immediately pay to Leepfrog all amounts due and outstanding under this Agreement, including any Fees listed on any Exhibit or Statement of Work or Work Order as of the date of such termination; and,
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party; in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee's possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee pays the standard Fee for such Services.

- 12.6 Survival. In the event of any termination or expiration of this SSA for any reason, Section 2.1-2.2 License; Section 3.1-3.3 Ownership; Section 5.3 Modifications; Section 6 Security and Protected Data; Section 7.3 Services; Section 8.1 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12.4 and 12.6 Termination; Section 15.1-15.2 Limitation of Liability; and Section 16.3 Miscellaneous shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.7 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.8 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee beyond the term of any particular appropriation of funds by Licensee state legislature, or beyond any federal funds granted to Licensee, as may exist from time to time. Licensee reserves the right to terminate the Agreement should Licensee state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee to continue payments or if federal grant funds are discontinued. In the event funds are no longer awarded and are not available to Licensee in support of this Agreement as described herein, Licensee may terminate this Agreement with thirty (30) days advance written notice provided such termination is subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee's breach of this Agreement or results from Licensee's misuse, modification or enhancement of the Software. Licensee shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2 Licensee, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority, or any claim arising from a breach by Licensee of its obligations with respect to Protected Data under Section 6 and with respect to its obligations in Section 7.4 above; (ii) or related to the services provided by Licensee through the applications or representations, claims or statements including but not limited to in the catalog; or liability arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee prompt written notice of the claim. Leepfrog agrees to provide Licensee or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee' insurance carrier covers the claim, Leepfrog may participate in the

defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement.

14. Insurance.

- 14.1 Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.

- 15.1 LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.
- 15.3 Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee's exclusive remedy for the functionality of the Leepfrog Technology and software shall be, at Leepfrog's option, either (a) return of the price paid for the Software whose license, use, or other employment gives rise to the liability or (b) repair or replacement of the Software upon return of the Software to Leepfrog; provided Leepfrog receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

16. Miscellaneous.

- 16.1 Understanding; Applicable Law. Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.
- 16.2 Notice. Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.
- 16.3 Assignment. Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

- 16.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.
- 16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 Conflicts. In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, or any subsequent Statement of Work or Work Order, unless and only to the extent expressly stated in the Exhibit, Statement or Work or Work Order, the inconsistency or conflict will be resolved by giving precedence as follows: first, the terms of this SSA, then the terms specified in the applicable Statement of Work or Work Order, and finally the terms of the Exhibits.
- 16.8 Severability. If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 Entire Contract. This SSA, Exhibits, and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee or End Users accept during download, use or installation of Software. For the duration of this SSA, this SSA supersedes the terms on or referenced by any purchase orders Licensee may provide and such additional terms contained in or referenced by a Licensee purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.

17. Group Purchase ("Piggyback") Provision.

- 17.1 In the event Licensee is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other institutions of higher education within the same state system or purchasing cooperative as Licensee (each an "Affiliate Institution") the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also make adjustments to the term period of an Affiliate Institution's license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

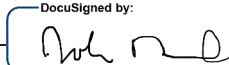
18. Accessibility.

- 18.1 Leepfrog warrants the Leepfrog Technology, in its default form, conforms to the W3C Web Content Accessibility Guidelines, version 2.1 ("WCAG 2.1") at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Content or specifications as submitted by Licensee to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client solution based expressly on Client Content and Licensee submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee's sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

LICENSEE NAME _____

LEEPFROG TECHNOLOGIES, INC.

By: _____
DocuSigned by:


By: _____

Name: John Dunnuck
718ED749A745435

Name: _____

Title: SVP Finance & Operations

Title: _____

Date Signed: 9/14/2021

Date Signed: _____

Attachment H - Cost Proposal for RFP-2021-057-JH

<i>Year One Costs</i>	<i>Estimated FTE</i>
Delivery Services (consultation, configuration, development)	23,000
Term License	23,000
Transition Services (content analysis, migration, assessment, installation, training)	23,000
Impact - Program Filters	23,000
<i>Total Price</i>	
<i>Year Two and Ongoing Costs</i>	
Ongoing Support Services	23,000
Impact Ongoing Support Services	23,000
<i>Total Price</i>	

<i>Additional Value-Added Services (*)</i>	
CourseLeaf SYL Syllabi Management Module (optional)	
Annual Subscription Fee	
One-time Implementation Fee	
<i>Total Price</i>	

**** Additional Value-Added Services- Will NOT be considered for Evaluation Purposes, only as an information***

Cost Per FTE	Extended Price
	32,490.00
	55,000.00
	30,490.00
	7,000.00
	124,980.00
	25,180.00
	1,400.00
	26,580.00

	56,000
	22,500
	78,500

ial piece.



C O U R S E L E A F

THE PROCESS OF ACADEMIC CHANGE

CATALOG ■ CURRICULUM ■ SCHEDULE ■ SEARCH

CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and The District Board of Trustees of Broward College, Florida ("Licensee" or "Client" or "Subscriber"), located at 111 East Las Olas Blvd, Fort Lauderdale, Florida 33301 United States.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee/Subscriber wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee/Subscriber in accordance with the terms and conditions of this SSA.
- C. Licensee/Subscriber and Leepfrog wish to enter into a cooperative agreement to enable Licensee/Subscriber to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee/Subscriber certain Applications designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee/Subscriber agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Application(s)"** means an academic catalog management system and modules to generate, manage and deliver information products to internal and external consumers and End Users.
- 1.2 **"Business Requirements"** The gathering and review of Licensee/Subscriber's data which includes and may not be limited to the following: course and program specifications, workflow specifications and student information system (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data, words, images, graphics, fonts, property and other content Licensee/Subscriber requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include, separately and any combinations thereof, but are not limited to the modules of CAT, CIM, CLSS, Syllabi and PATH, including its respective piece parts and related offerings.
- 1.5 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee/Subscriber which are required to satisfy the Technical Requirements as identified during implementation or referred to in the most current Service and Software Agreement, and exhibits thereto, between Leepfrog and Licensee/Subscriber, and upon or within which the implementation is dependent and the Software is intended for use, if any.
- 1.6 **"Developer Partner Program"** means Leepfrog's program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.7 **"Documentation"** means this SSA and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee/Subscriber by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.8 **"Effective Date"** means the date of the last signature to this SSA.
- 1.9 **"Emergency Support"** means Leepfrog technical support services available after Hours of Operation.
- 1.10 **"End Users"** means those persons who are faculty, agents and/or staff of the Licensee/Subscriber who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee/Subscriber who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee/Subscriber's information systems department or independent contractors engaged by the Licensee/Subscriber who are tasked with support and maintenance of the Licensee/Subscriber's information technology systems.

- 1.11 **"Enhancement Request"** means a request by Licensee/Subscriber to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.12 **"Fix"** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.13 **"Leepfrog Branding"** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.14 **"Leepfrog Technology"** means the CourseLeaf Products, computer Software and supporting Documentation supplied by Leepfrog to Licensee/Subscriber under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment product, and the intellectual property rights contained therein.
- 1.15 **"Hours of Operation"** means Leepfrog's standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog. Leepfrog's Ongoing//Subscription Support is accessible and available twenty-four hours a day, seven days a week (24/7).
- 1.16 **"Fees"** are the monies due and owing to Leepfrog from Licensee/Subscriber for the CourseLeaf Products and Services. Licensee/Subscriber payment is due in accordance with the payment terms in Exhibit A.
- 1.17 **"Ongoing/Subscription Support Services"** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee/Subscriber during the Term.
- 1.18 **"Problem"** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee/Subscriber providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.19 **"Protected Data"** means data relating directly or indirectly to a living individual from which it is practicable for the identity of the individual to be directly or indirectly ascertained, including the student's name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. "Protected Data" includes but not limited to information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.20 **"Services"** means the installation, implementation, configuration, migration, training, support, ongoing/subscription support services, subscription services, maintenance, and the hosting or deployment services provided by Leepfrog for Licensee/Subscriber pursuant to this SSA, as expressly set forth, described, and limited in Section 4, below, and the Exhibits.
- 1.21 **"Software"** shall mean the Applications for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee/Subscriber by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.22 **"Statement of Work" or "SOW"** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this SSA. SOWs shall be executed by both parties and bound by the terms and conditions of this SSA, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.23 **"Subscription Services"** means a purchase by prepayment for receiving Services. Leepfrog will, as a service, provide Licensee/Subscriber and its End Users with online access to and use of the Leepfrog Technology and the Software hosted remotely on servers operated by or on behalf of Leepfrog.
- 1.24 **"Technical Requirements"** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this SSA and its Exhibits.
- 1.25 **"Term"** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.26 **"Test Environment"** means the internal testing version of CourseLeaf for a given catalog, as it applies to a limited number of Licensee/Subscriber's academic departments, and the related documentation.
- 1.27 **"Test Environment Period"** means the period commencing upon the date any work whatsoever is performed on Licensee/Subscriber's catalog and continuing until the date modifications recommended by the Leepfrog's test environment group are incorporated.
- 1.28 **"Updates"** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.

- 1.29 **"Upgrades"** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.30 **"Virus"** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee/Subscriber's software, firmware, hardware, wireless communications device, computer system or network.
- 1.31 **"Work Order"** means a document describing the technical services Leepfrog will provide and may be part of a Statement of Work. All Work Orders will serve as an Exhibit to this SSA and be bound by the terms and conditions of this SSA unless otherwise expressly provided and agreed in the Statement of Work.

2. License/Subscription Service.

- 2.1 Subject to payment of the Fees described in this SSA, and Licensee/Subscriber compliance with the terms and conditions of this Agreement, Leepfrog grants a limited, worldwide, nonexclusive, nontransferable and nonassignable license to the Documentation, Leepfrog Technology and the Software and access to its Subscription Services. Such access and use rights shall be worldwide, nonexclusive, nontransferable, non-assignable and solely for Subscriber's business purposes, from the Effective Date hereof until terminated in accordance herewith. Subject to the assignment rights expressed in Section 16.3, below, Licensee/Subscriber cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology or Subscription Services for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. To the extent the Service, including Subscription Services, includes access to any source code of the Leepfrog Technology, Licensee/Subscriber hereby covenants that it will not modify such source code in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee/Subscriber after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 Subject to the terms and conditions of the SSA, Leepfrog grants Licensee/Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use any Leepfrog provided application programming interfaces and their associated tools and documentation, ("APIs") in support of CourseLeaf modules. Licensee/Subscriber has no right to distribute or allow access to the stand-alone APIs. Licensee/Subscriber shall not (i) disclose or provide the APIs to any person or entity other than to Licensee/Subscriber's employees or agents, including independent contractors and subcontractors, provided such employees or agents, including independent contractors and subcontractors, have entered into an agreement with Licensee/Subscriber at least as protective of Leepfrog's rights as the SSA; (ii) use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate the SSA; (iii) share, transfer, sublicense or fail to protect the confidentiality of any Leepfrog Confidential Information obtained or accessed through the APIs, directly or indirectly, to any third party; (iv) use the APIs in competition with products or services offered by Leepfrog; (v) copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs.
- 2.3 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee/Subscriber will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.4 Licensee/Subscriber shall have the right to copy or reproduce the Documentation, in whole or in part, as necessary so that End Users can access and use the Software and Subscription Services as described herein, including such duplication as described in Section 3.2 below
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- 2.6 Licensee/Subscriber hereby grants to Leepfrog, a nonexclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or Client information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.
- 2.7 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, and other technology Leepfrog may require to develop, implement and maintain Software.
- 2.8 Licensee/Subscriber represents, warrants and warrants that it (and the End Users) shall not upload any Client Content or otherwise use the Leepfrog Technology or Subscription Services to store or disseminate any content that is obscene or pornographic, infringes any third party intellectual party rights or violates any applicable law.

3. Ownership.

- 3.1 Between Licensee/Subscriber and Leepfrog, Licensee/Subscriber acknowledges that Leepfrog owns all right, title, and interest in and to the Software, Subscription Service, Documentation, CourseLeaf Products and Leepfrog Technology

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- 3.2 Licensee/Subscriber agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Subscription Service, Software, including output generated by the Software. Licensee/Subscriber shall maintain and place on any copy of the Documentation that it reproduces, whether for internal use or for distribution to End Users, and in whatever form, all such notices as are authorized and/or required hereunder. Licensee/Subscriber shall use the following notice, or such other reasonable notice as Leepfrog shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program script, source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation reference manuals:

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This disclaimer of warranties and limitation of liability set forth immediately above applies to this agreement but does not apply to or otherwise limit the effect of Section 11 Warranties and Disclaimers and Section 15 Limitation of Liability of this Agreement as between the parties hereto. End Users using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses and Licensee/Subscriber maintains responsibility in all cases of disclosure.

- 3.3 Except as set forth in Section 2.4 and 3.4, nothing in this SSA shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee/Subscriber's marks by Leepfrog shall inure to the benefit of Licensee/Subscriber, and all use of Leepfrog marks by Licensee/Subscriber shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.4 Licensee/Subscriber and Leepfrog hereby acknowledge that the Client Content and catalog information shall remain the property of Licensee/Subscriber. Licensee/Subscriber may request retrieval or delivery of their Client Content and catalog information residing on Leepfrog's servers at any time.
- 3.5 Licensee/Subscriber agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee/Subscriber's attention during the use of the Leepfrog Technology and Subscription Services and such ideas for enhancements will be owned by Leepfrog, and Licensee/Subscriber hereby assigns and agrees to assign to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.6 Licensee/Subscriber agrees to provide the appropriate use license(s) to Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their

images, graphics, fonts or other property that is requested by Licensee/Subscriber to be placed either on the web site and/or in the print catalog of the Licensee/Subscriber's CourseLeaf product on Licensee/Subscriber's behalf.

- 3.7 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. Any improvements, enhancements, customizations or other modifications made to the Leepfrog Technology and the Subscription Services together with any new intellectual property generated under the Developer Partner Program shall be owned by and vest exclusively in Leepfrog upon creation. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the Documentation shall be in electronic form, together with access to the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a Leepfrog hosted environment which Licensee/Subscriber may access pursuant to this Agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee/Subscriber as outlined in the respective Exhibits. These Services may include but are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is determined by Leepfrog. Should Licensee request additional customizations, provide additional specifications or data, the parties will review and jointly agree on a Statement of Work and additional scope, schedule and cost may apply. All Ongoing/Subscription Support Services provided to Licensee/Subscriber by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this SSA, not to make additional charges for delays caused by Licensee/Subscriber in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee/Subscriber is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing/Subscription Support Services.
- 5.2 Other Modifications. Licensee/Subscriber acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be provided for Licensee/Subscriber use, as well as other parties. To the extent Licensee/Subscriber requests, from time to time, that Leepfrog incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensee/subscribers.
- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work and/or Work Order shall control.

6. Security and Protected Data.

- 6.1 Licensee/Subscriber has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures designed to protect the Protected Data held by Licensee/Subscriber and required by Leepfrog to perform the Services, from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog's sole responsibility will be to store and process such Protected Data consistent with the Data Security and Processing Policy as set forth in Exhibit C. Licensee/Subscriber shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee/Subscriber as between the Licensee/Subscriber and Leepfrog.
- 6.2 Licensee/Subscriber has control over and may limit their specifications and the type of Protected Data to provide to and be used by Leepfrog, and this may limit some of the available CourseLeaf features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder, that Licensee/Subscriber shall not send or transmit such health or financial information to Leepfrog and will indemnify Leepfrog as provided in Section 13 Indemnification below.

- 6.3 LEEPfrog's Software and Services may require certain Protected Data, whether from the Licensee/Subscriber's student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. Some of the Protected Data may be public information such as Licensee/Subscriber's Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)). LEEPfrog receives Protected Data from Licensee/Subscriber under the school official exemption of FERPA.
- 6.4 In some cases, LEEPfrog may use Amazon Web Services ("AWS") to host CourseLeaf Products and Services under this SSA. Specifically, for LEEPfrog's Canadian clients, LEEPfrog utilizes Canadian servers. Amazon represents that AWS is ISO/IEC 27001 certified and compliant. More information about AWS can be found at <https://aws.amazon.com/compliance/iso-27001-faqs/>. Licensee/Subscriber acknowledges that is familiar with AWS's policies with respect to processing data in Licensee/Subscriber's home-country and that LEEPfrog cannot and will not be held responsible to Licensee/Subscriber or anyone else for Amazon's actions or omissions with respect to Licensee/Subscriber's Protected Data.
- 6.5 In the event Licensee/Subscriber is purchasing a CourseLeaf service or module, specifically that utilizes Client Protected Data, specifically the PATH module and related services, Licensee/Subscriber acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee/Subscriber managed authentication process through an internet browser running on the student's personal computer or other device, and PATH, to search classes and plan for registration based on that student's academic history. CourseLeaf PATH does not support Internet Explorer (IE).
- i. PATH operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee/Subscriber's security and encryption protocols and does not transmit such data to LEEPfrog or LEEPfrog third parties.
 - ii. Accordingly, LEEPfrog warrants (a) the PATH application, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Protected Data to unauthorized recipients or unintended recipients including LEEPfrog's employees, agents or subcontractors, and (b) no LEEPfrog employee, agent or subcontractor shall use PATH to disclose Protected Data to unauthorized recipients or unintended recipients.
 - iii. Further, subject to Section 6.5(iv), LEEPfrog will indemnify and hold harmless Licensee/Subscriber from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee/Subscriber from any such diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a breach of the warranty in Section 6.5(ii), above, subject in all cases to the provisions and limits regarding indemnification and LEEPfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
 - iv. Because LEEPfrog has no control over security measures associated with the student's device, Licensee/Subscriber's network environment or Licensee/Subscriber's authentication process, LEEPfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees, LEEPfrog will provide the Services as detailed in the respective Exhibits attached hereto.
- 7.2 Client Responsive Project Schedule. LEEPfrog uses a Client Responsive Project Schedule, meaning that LEEPfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Licensee/Subscribers have the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee/Subscriber by LEEPfrog or requested by Licensee/Subscriber, to facilitate the use of the LEEPfrog Technology shall be in the form of an exhibit, Statement of Work and/ or Work Order. Licensee/Subscriber must be current with all Fees due under this SSA prior to LEEPfrog providing any additional products or services, whether under separate exhibit, SOW or Work Order.
- 7.4 Licensee/Subscriber is aware that LEEPfrog will provide Services on a nonexclusive basis. Licensee/Subscriber acknowledges that LEEPfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this SSA shall be deemed to limit or restrict LEEPfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to a disclosure of Licensee/Subscriber's Confidential Information.

7.5 Licensee/Subscriber hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber.

8. Fees.

8.1 In consideration for the License and Services provided hereunder, Licensee/Subscriber agrees to pay the Fees during the Term in accordance with the payment terms in Exhibit A.

8.2 All payments to Leepfrog from Licensee/Subscriber shall be made by electronic funds transfer, ACH transfer, check, money order or cashier's check, in U.S. currency, on a U.S. bank, made payable to Leepfrog at Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leefrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.

8.3 Until Licensee/Subscriber provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee/Subscriber shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee/Subscriber.

8.4 Leepfrog will separately invoice Licensee/Subscriber for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW or Work Order. If Licensee/Subscriber fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee/Subscriber to Leepfrog.

8.5 Leepfrog may suspend performance of Services, including Subscription Services, if Licensee/Subscriber fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee/Subscriber. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee/Subscriber for delay or damage caused because of such suspension of Services.

8.6 Where applicable, Licensee/Subscriber shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee/Subscriber.

9. Licensee/Subscriber Obligations.

9.1 Licensee/Subscriber agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee/Subscriber's database environments, data services technical requirements, decision making, workflow and more as required to facilitate Leepfrog's provision of Services and Software in accordance with this Agreement. Should Licensee/Subscriber be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee/Subscriber's expense.

9.2 Licensee/Subscriber shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee/Subscriber's technical obligations. Licensee/Subscriber will designate at least one Licensee/Subscriber employee qualified to address technical support issues.

9.3 Licensee/Subscriber shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.

9.4 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, configure, implement and maintain the Software for use by Licensee/Subscriber. Licensee/Subscriber agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber.

9.5 In the event Licensee/Subscriber elects to self-host the CourseLeaf product solution, Licensee/Subscriber shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog

Technology. Licensee/Subscriber shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee/Subscriber will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee/Subscriber is responsible for all ongoing maintenance of Licensee/Subscriber systems.

- 9.6 Client Responsive Project Schedule. Licensee/Subscriber agrees to actively engage in and respond to the Client Responsive Project Schedule for each CourseLeaf implementation, as defined in Section 7.2.
- 9.7 During the Test Environment Period, Licensee/Subscriber agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing/subscription support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule. Notwithstanding any other provision of this Agreement, Licensee/Subscriber acknowledges that the Test Environment is provided to Licensee/Subscriber "as is" and Leepfrog makes no warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 "Confidential Information" means all information and data relating to the Parties' technology products, services or business, in whatever form such information may be disclosed, including without limitation: Client Content, Licensee/Subscriber data, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known. Licensee/Subscriber hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary information and products and trade secrets of Leepfrog and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions from which Leepfrog derives independent economic value and/or trade secrets under applicable law and shall be protected. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the other party's Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. For the Term of this Agreement, Licensee/Subscriber may develop its own training material or documentation solely for its own internal purposes, and further agrees to keep any such material in password-protected areas not available to the general public and clearly label such material as Confidential and/or Proprietary in all cases.
- 10.2 Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects its own Confidential Information (at all times exercising at least a reasonable degree of care in the protection of confidential information). Distribution of the Software and/or Documentation to other licensee/subscribers or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.3 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this SSA and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency. Further, Licensee/Subscriber agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee/Subscriber or any Licensee/Subscriber agent, as contemplated herein and as provided in this SSA.
- 10.4 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the receiving party independently and without the benefit of information disclosed hereunder by the disclosing party; or, (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this SSA; or (iii) publicly available without breach of this SSA; or, (iv) known to the receiving party prior to its receipt from the disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction or required to be disclosed by law, in which case the party receiving the order will contact the other party prior to the release of that information pursuant to the subpoena or request.
- 10.5 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the

Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers trade secrets and, (ii) dispute the release of information.

- 10.6 Licensee/Subscriber acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee/Subscriber breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.7 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Each of Leepfrog and Licensee/Subscriber warrant that it has full power and authority to enter into this SSA.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further represents and warrants to Licensee/Subscriber that the Leepfrog Technology as delivered and as made available through the Subscription Service to Licensee/Subscriber for production use, shall: (i) perform in accordance with this SSA and Documentation; ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any catalog information without Licensee/Subscriber's consent.
- 11.4 Leepfrog warrants that it shall maintain reasonable safeguards and controls designed to deter and designed for the detection, prevention, and correction of any unauthorized intrusion, access, or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used including through the Subscription Service with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software. The parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with respect to such warranties shall be contingent on Licensee/Subscriber's use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. NEITHER THE LICENSED SOFTWARE OR THE SERVICES, INCLUDING SUBSCRIPTION SERVICE, ARE DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).
- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee/Subscriber is alleged or found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee/Subscriber's sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the Licensee/Subscriber for the initial license costs of products licensed, along with all implementation services provided.
- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS

SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT CONTENT PROVIDED BY LICENSEE/SUBSCRIBER.

12. Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for three (3) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement may be renewed, by mutual written agreement of the Parties and upon the Clients final approval, for a period of three (3) years (the "Renewal Term") commencing upon the expiration of the Initial Term (the Initial Term and the Renewal Term, if any, shall collectively be referred to assignment as "the "Term"), . The Parties agree such Renewals shall be of the same formality as this Agreement.
- 12.2 Termination for Convenience. Licensee/Subscriber may terminate in any Renewal Term with ninety (90) days prior written notice.
- 12.3 Termination for Cause. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur, after having received written notification and been provided the amount of time as noted herein to cure the default: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof (60 days to cure); (2) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality) or makes an assignment in violation of Section 2 or 16.3 (20 days to cure); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors (90 days to cure); (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party (90 days to cure); or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably (90 days to cure).
- 12.4 Effective Date of Termination. Termination due to a material breach of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality) shall be effective as provided in Section 12.3. In all other cases, termination shall be effective thirty (30) days after written notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.
- 12.5 Obligations/Effect of Termination. Upon the termination of this SSA for any reason:
- i. all license rights to access and use the Leepfrog Technology, Software and Service, including the Subscription Service, granted under this SSA shall terminate; and,
 - ii. Licensee/Subscriber shall immediately pay to Leepfrog all amounts due and outstanding under this Agreement, including any Fees listed on any Exhibit or Statement of Work or Work Order as of the date of such termination; and,
 - iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party in a commercially available format that will not require the assistance or intervention of the returning party; and
 - iv. within ten (10) days after termination of this Agreement, Licensee/Subscriber shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee/Subscriber's possession or under its control.
 - v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee/Subscriber pays the standard Fee for such Services.
- 12.6 Survival. In the event of any termination or expiration of this SSA for any reason, Section 2.1-2.2 License; Section 3.1-3.3 Ownership; Section 5.3 Modifications; Section 6 Security and Protected Data; Section 7.3 Services; Section 8.1 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12.4 and 12.6 Termination; Section 15.1-15.2 Limitation of Liability; and Section 16.3 Miscellaneous shall survive termination or expiration of this SSA. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this SSA in accordance with its terms.
- 12.7 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.
- 12.8 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee/Subscriber beyond the term of any particular appropriation of funds by Licensee/Subscriber state legislature, or beyond any federal funds granted to Licensee/Subscriber, as may exist from time to time. Licensee/Subscriber reserves the right to terminate the Agreement with sixty (60) days advance written notice should

Licensee/Subscriber state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee/Subscriber to continue payments or if federal grant funds are discontinued, provided that Licensee/Subscriber shall not use any Leepfrog Technology or any CourseLeaf Module as a result of such Non-allocation. In the event funds are no longer awarded and are not available to Licensee/Subscriber, and with sixty (60) days advance written notice Licensee/Subscriber may terminate this Agreement and cease the use of all CourseLeaf products subject to Section 12.4.

13. Indemnification.

- 13.1 Leepfrog will indemnify, defend and hold Licensee/Subscriber, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Licensee/Subscriber, as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) breach of any covenant of confidentiality in this Agreement; (d) intentional misconduct; or (e) violation of any applicable law; in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee/Subscriber's breach of this Agreement or results from Licensee/Subscriber's misuse, modification or enhancement of the Software. Licensee/Subscriber shall give Leepfrog prompt written notice of the claim, give Leepfrog control of the defense or settlement of the claim, and will cooperate, at Leepfrog's expense, in the defense or settlement of the claim. Licensee/Subscriber may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.
- 13.2 Licensee/Subscriber, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority or otherwise breaches Section 2.2 above, or any claim arising from a breach by Licensee/Subscriber of its obligations with respect to Protected Ioo under Section 6 and with respect to its obligations in Section 9 above; (ii) or related to the services provided by Licensee/Subscriber through the applications or representations, claims or statements including but not limited to in the catalog; or liability arising on account of Licensee/Subscriber's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee/Subscriber. Such obligation applies as limited by Section 768.28, Florida Statutes. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee/Subscriber prompt written notice of the claim. Leepfrog agrees to provide Licensee/Subscriber or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee/Subscriber's insurance carrier covers the claim, Leepfrog may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement. See Exhibit G, Section 8(k)(i) for more information.

14. Insurance.

- 14.1 Leepfrog will, at its own expense, procure and provide a Certificate of Insurance to Licensee within ten (10) days of execution of the SSA in evidence of the following
- A) Commercial General Liability Insurance:
 - i) Each Occurrence \$1,000,000
 - ii) General Aggregate \$2,000,000
 - iii) Excess Umbrella Liability \$3,000,000

Commercial General Liability to include, but not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers
 - B) Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis.
 - C) Automobile Liability Insurance covering all owned, non-owned and hired \$1,000,000.

- D) Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- E) Insurance Certification must contain a provision for notification to College (thirty) 30 days in advance of any material change in coverage or cancellation.

14.2 Insurance Certificate must reference must list the College as Additional Insured, as follows:

"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and CourseLeaf Services and Software Agreement resulting from REF-2021-057-JH entitled CATALOG MANAGEMENT SOLUTION from date of commencement to six months after date of completion."

14.3 For any required policy provide coverage on a "claims-made" basis, insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work

14.4 The Insurance policies will be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

15. Limitation of Liability.

15.1 LICENSEE/SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE/SUBSCRIBER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE/SUBSCRIBER'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE/SUBSCRIBER AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS, SUBCONTRACTORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE/SUBSCRIBER UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE OR OTHER TORT, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE/SUBSCRIBER OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT PRODUCT.

15.3 Except for the injunctive relief available in Section 10, Leepfrog's entire liability and Licensee/Subscriber's exclusive remedy for the functionality of the Leepfrog Technology, Software and Service shall be, at Leepfrog's option, either (a) return of the Fees paid for the portion of the Leepfrog Technology, Software and Service that gave rise to the liability or (b) update, repair or replacement of the relevant portion of the Leepfrog Technology, Software and Service.

16. Miscellaneous.

16.1 Understanding; Applicable Law. Each party acknowledges that it has read this SSA, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. This SSA will be governed and construed, to the extent applicable, in accordance with United States law, and otherwise, in accordance with Iowa law, without regard to conflict of law principles.

16.2 Notice. Any notice required for or permitted by this SSA shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight or international courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to Leepfrog shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.

- 16.3 **Assignment.** Neither party may assign its rights or delegate its obligations under this SSA without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this SSA.
- 16.4 **Independent Contractors.** The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 16.5 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. If Licensee/Subscriber does not pay the applicable Fees for the use Leepfrog Technology, specifically CourseLeaf Modules, Licensee/Subscriber shall not use such CourseLeaf Modules in whole or in part during any such Force Majeure.
- 16.6 **Waiver.** The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 16.7 **Conflicts.** In the event of a conflict between the terms of this SSA and an Exhibit attached hereto, or any subsequent Statement of Work or Work Order, unless and only to the extent expressly stated otherwise in the Exhibit, Statement or Work or Work Order, the inconsistency or conflict will be resolved by giving precedence as follows: first, the terms of this SSA, then the terms specified in the applicable Statement of Work or Work Order, and finally the terms of the Exhibits.
- 16.8 **Severability.** If any provision of this SSA is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this SSA shall remain in full force and effect.
- 16.9 **Headings.** The Section headings appearing in this SSA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 **Counterparts.** This SSA may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 **Entire Contract.** This SSA, Exhibits, Statements of Work and Work Orders hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This SSA supersedes, and the terms of this SSA govern, any other prior SSAs or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee/Subscriber or End Users accept during download, use or installation of Software. For the duration of this SSA, this SSA supersedes the terms on or referenced by any purchase orders Licensee/Subscriber may provide and such additional terms contained in or referenced by a Licensee/Subscriber purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.
- 16.11 **Disputes.** Any dispute, claim, differences or questions arising in relation to this SSA or the breach thereof shall be referred in the first instance to the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer of Licensee/Subscriber, or their designated representative, who shall meet together and attempt to settle the dispute between themselves (acting in good faith). If the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer, or their designated representative, of Licensee/Subscriber fail to resolve the Dispute within six (6) months, either party may escalate the dispute to mediation.
- 16.12 **"E-Verify"** which states "If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability, subject always to Section 12.5 above. ~~The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.~~

17. Group Purchase ("Piggyback") Provision.

- 17.1 In the event Licensee/Subscriber is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other

institutions of higher education within the same state system or purchasing cooperative as Licensee/Subscriber (each an "Affiliate Institution") the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also adjust the term period of an Affiliate Institution's license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee/Subscriber shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.

18.1 Leepfrog warrants the Leepfrog Technology, in its default public facing form, conforms to the W3C Web Content Accessibility Guidelines, version 2.1 ("WCAG 2.1") at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Content or specifications as submitted by Licensee/Subscriber to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client solution based expressly on Client Content and Licensee/Subscriber submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee/Subscriber's sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

By: _____
Name: _____
Title: _____
Date Signed: _____

LEEPFROG TECHNOLOGIES, INC.

DocuSigned by:
Greg Soare
25E54C04D5B2477...
By: _____
Name: Greg Soare
Title: Vice President, Higher Education Accounts
Date Signed: 8/24/2021

EXHIBITS:

- Exhibit A - Fees
- Exhibit B - Ongoing/Subscription Support Services
- Exhibit C - CourseLeaf Data Security and Processing Policy
- Exhibit D - CourseLeaf Catalog (CAT) Capabilities and Services
- Exhibit E - Content Transition Services
- Exhibit F - CourseLeaf CAT Impact Professional Services (Recommended Optional Services)
- Exhibit G - Broward College Supplemental Addendum - General



Exhibit A – Fees

Implementation Costs

COURSELEAF CATALOG (CAT)	
Delivery Services (consultation, configuration, development)	\$32,490
Term License	\$55,000
Transition Services (content analysis, migration, assessment, installation, training)	\$30,490
Focus Search ***	Included
CAT Impact Program Filers (Valued at \$7,000)	Included
Subtotal CourseLeaf CAT	\$124,980
	% Discount Applied

Total Implementation Cost for CourseLeaf Products (CAT) \$118,731.00

Ongoing/Subscription Costs for Support Services†

ONGOING/SUBSCRIPTION SUPPORT SERVICES†	
CourseLeaf CAT	\$25,180

Total Ongoing/Subscription Costs for CourseLeaf Products \$25,580

*CourseLeaf Curriculum (CIM) includes courses and programs. If you plan to use CIM for any other purposes (e.g. course evaluations, or policy management, etc.), notify your Leepfrog Sales Account Executive as additional data, implementation time and cost may be required. If you plan to implement CIM Courses separately from CIM Programs, notify your Leepfrog Sales Account Executive as additional schedule, scope and cost may apply.

**CourseLeaf Professional Services (CPS), if included (as referenced in the pricing table above). There are three types of professional services: i) student experience (Impact), ii) CourseLeaf admin user experience and iii) technical experience services (Inform). CourseLeaf CPS may include but is not limited to Data Source Consulting, Content Strategy, CAT Impact for Creative Design, Extended CIM Project Consulting, Extended CLSS Consulting, Add on Training, PATH Impact and others. Pricing quoted in this Exhibit A for CPS Optional Services is valid for one (1) year following Execution Date of this Agreement.

***In cases of dual purchase of CourseLeaf Catalog (CAT) and Section Scheduler (CLSS), Licensee/Subscriber will be provided with a single instance of Focus Search, which Licensee/Subscriber may elect as either CourseLeaf Catalog (CAT) Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

Payment Schedule and Instructions

- A. Upon signature of this Agreement, Licensee/Subscriber agrees to pay the Fees listed in Exhibit A. Leepfrog will invoice Fees in the following order and once a respective purchase order is issued. All fees are due within 45 days of Leepfrog invoice:
 - i. All Implementation Fees for the CourseLeaf Catalog (CAT) Fees; or,
 - ii. In the event Licensee/Subscriber purchases other than CAT and/or multiple CourseLeaf modules (e.g. CIM, CLSS, Syllabi, PATH) Leepfrog will invoice all Implementation Fees for the CourseLeaf module first to be implemented.
- B. For any CourseLeaf module invoiced in accordance with Paragraph A (i) or (ii) above, Leepfrog will invoice Ongoing/Subscription Support Services Fees 365 days after the Effective Date of this Agreement and each succeeding Year follows the same 365-day invoice and payment term schedule.
- C. Where Licensee/Subscriber has purchased multiple CourseLeaf products, Leepfrog will invoice the Implementation Fees of the second CourseLeaf module six (6) months after Leepfrog begins Implementation of the first module or when Leepfrog hosts the welcome/orientation project kickoff call for the second CourseLeaf module, whichever first occurs.
- D. For any module invoiced in accordance with Paragraph C above, Leepfrog will invoice Ongoing/Subscription Support Services Fees 365 days after the invoice date as determined above, and each succeeding Year follows the same 365-day invoice and payment term schedule.

- E. Further, in those cases where Licensee/Subscriber has implemented more than one CourseLeaf module, Leepfrog may initially invoice the Ongoing/Subscription Support Fees of the second module on a prorated basis so that the annual support dates merge with the existing term of the first module and as established in paragraph B above.
- F. †All Ongoing/Subscription Support Fees shall increase on an annual basis by 4% commencing on the first renewal invoice of such Ongoing/Subscription Support.
- G. Fees for Optional CourseLeaf Professional Services (CPS) will be invoiced upon signature of an applicable Statement of Work or Work Order.

All amounts payable hereunder by Licensee/Subscriber shall be payable in United States Dollars without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Leepfrog and shall be delivered to Leepfrog by mail at the following address: Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435.

If Licensee/Subscriber is tax exempt, Licensee/Subscriber shall provide a copy of the appropriate tax exemption certification to Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com

All other costs or services, including additional products or services, customization or personalization or other services, shall be in the form of an exhibit, Statement of Work and/ or Work Order and will be invoiced in accordance with the Terms of this SSA.

Exhibit B – Ongoing/Subscription Support Services

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee/Subscriber is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing/Subscription Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee/Subscriber agrees to the following responsibilities:

- Designate point of contact for Licensee/Subscriber's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee/Subscriber authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee/Subscriber response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.
- Retain records and documentation of campus decisions and rationale concerning CourseLeaf implementation and functionality.
- Transfer knowledge concerning decisions and rationale to new Licensee/Subscriber points of contact.

1. Hours of CLHelp Support Services

Support Hours

CLHelp is available via phone, email and chat 24 hours a day every day.

2. How to report Issue and Establish CLHelpTicket

Licensee/Subscriber may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	CLHelp@CourseLeaf.com CLHelp@Leepfrog.com
Support Portal	https://helpspot.courseleaf.com/index.php , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877
Leepfrog User Community Chat	https://chat.courseleaf.com

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.
4.Product	Identify CourseLeaf product affected / impacted (CAT, CIM, CLSS, Syllabi or PATH).
5. Page(s), Course(s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.

7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.
11. Your Requested Due Date	Identify the Date / Time you request or require resolution to a reported Issue. Leepfrog will take every reasonable step and work with Clients to meet this Date/ Time, requested which in some cases may require the re-ordering of other open Issues.

4. How to check the status of an Issue

Navigate to the CourseLeaf Console (/courseleaf) in your NEXT site and click Helpspot Dashboard. All tickets opened for the Licensee/Subscriber will be listed with their ticket number, category, and status. Click the ticket number to review all communication between Leepfrog and the Licensee/Subscriber concerning the ticket. Alternatively, click the "Check on your request" link in the email response to view all communication.

By visiting <https://helpspot.courseleaf.com/index.php> and clicking "Check on a Request", Licensee/Subscriber can enter their access key and view the history of any Issue reported. The HelpSpot Dashboard contains a historical view of Licensee/Subscriber's reported Issues, including Category of Issue and Status of reported Issue.

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee/Subscriber requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee/Subscriber and are cross-trained to so all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensee/Subscribers are encouraged to reference this HelpSpot ticket number throughout the life of the Issue.

CourseLeaf Request Update

[View Request History](#)

Thank you for contacting CourseLeaf. Your request has been received and is being reviewed by our support team. Please note the information below as it will allow you to track the progress of your request online.

[Check your request online](#) | Access Key XXXXXXXXXX

5. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee/Subscriber with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee/Subscriber will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee/Subscriber will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee/Subscriber will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or

discontinuance of services, materially affects the manner in which Licensee/Subscriber utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee/Subscriber, discuss and jointly develop a plan with Licensee/Subscriber prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee/Subscriber which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

CLHelp Ticket Prioritization						
	S1	S2	S3	S4	S5	S6
	Public Defect	Next Defect	Licensee/Subscriber Requirement	Repair	Roadmap Enhancement	Client-Specific Enhancement
Software Behavior	Incorrect.	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is requested. See section below for more information.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee/Subscriber	Will be determined in joint discussion with Licensee/Subscriber	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee/Subscriber

Leepfrog is not responsible for correcting any errors in the Leepfrog Technology, Documentation or Software not attributable to Leepfrog including those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any Leepfrog Technology, Documentation or Software maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software or services on equipment other than the equipment for which the software was designed and licensed, unless such changes, including changes to equipment, are approved in writing by Leepfrog.
- Any alterations or additions to the software or services by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.

- Use of the software or services in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of software or services.
- Interconnection of the software or services with other software products not supplied or approved in writing by Leepfrog, including during times of transition by Licensee/Subscriber to a new or different service provider.

6. Classification of S3 Licensee Subscriber Requirement Ticket

Upon report of a Licensee/Subscriber requirement change request, Leepfrog will review the information reported and will classify based on the information below. Support assessment and scheduling availability is required.

Clarification of Issue Reported			
	Classification Description	Support Response	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	CLHelp will make changes as requested and communicate date change may be reviewed.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.

All change requests, urgent or otherwise, must be prioritized by Licensee/Subscriber and scheduled by Leepfrog. Some changes may be more pressing than others. Software that is functioning but is not meeting internal processes or infrastructure needs of the Licensee/Subscriber may be prioritized over software change requests for enhancement of current module. Leepfrog will look to and rely on Licensees/Subscriber to determine prioritization. Based on Licensee/Subscriber prioritization, it may be necessary for Leepfrog to delay enhancements in order to resolve more urgent change requests.

7. Template Refresh

Template Refresh means Leepfrog's service to update your CAT Template look and feel to remain consistent with any Licensee/Subscriber branding changes. This service is available upon written request once each year on a limited basis. Functioning HTML, CSS and JavaScript must be provided and meet existing functionality. Comprehensive changes and updates are available as part of Leepfrog's Impact Services which may, in whole or in part, require a SOW and may include additional scope, schedule and cost. CLHelp will work with you to determine which refresh options best fit Licensee/Subscriber needs.

8. CourseLeaf Professional Services

Leepfrog's Professional Consulting Services are available to provide student-user-impact to your CourseLeaf products. This may result in specification changes and major modifications to CourseLeaf functionality. This work will require a SOW and may include additional scope, schedule and cost.

9. Software Updates

- Leepfrog provides an Update to CourseLeaf software annually which is delivered at the time the CourseLeaf Catalog (CAT) is advanced to the next catalog edition for editing.
- For Clients who do not have CourseLeaf CAT, the Update is delivered annually at a time determined by the Licensee/Subscriber. Licensee/Subscriber is required to accept an Update of software annually.

- Upon request, the Update to CourseLeaf may be delivered to a test environment, enabling Licensee/Subscriber review and test prior to production release.
- Leepfrog provides an Update to software created and maintained by CourseLeaf and installed in other systems, such as Transfer Packages and Bridge code.
 - The interaction with CourseLeaf software and these type software packages is vital to the proper functioning of the CourseLeaf module.
 - Updates to these other systems must be coordinated by CLHelp so that CourseLeaf is simultaneously updated.
 - Leepfrog does not recommend these type updates occur in PROD of the other systems.
- Add CourseLeaf to your release management process and contact Leepfrog upon changes to your SIS configuration, environments, network or security protocols. Changes to your SIS may adversely affect CourseLeaf and must be accounted for.
- The standard process for updating CourseLeaf will occur as follows. Depending on each Client's unique specifications, there may be modifications to the standard process. Check CLHelp if you have any questions.
 1. Licensee/Subscriber requests an advance of their CAT module;
 2. CLHelp
 - a. creates a patch to update all CourseLeaf modules and,
 - b. informs Licensee/Subscriber of updates to Transfer Package/Bridge code, as required;
 3. Licensee/Subscriber visits <https://swdist.courseleaf.com> and downloads and installs code in a non-production testing environment. Licensee/Subscriber provides access URLs as necessary to CLHelp;
 4. CLHelp applies Update patch to CourseLeaf TEST environment;
 5. Licensee/Subscriber tests both CourseLeaf software and the interaction with other systems;
 6. Licensee/Subscriber
 - a. informs CLHelp that testing is complete,
 - b. coordinates mutually agreed time for Move to Production of CourseLeaf software Update and,
 - c. promotion of other system code to production.
- Most institutions are required to schedule updating other systems internally. Licensee/Subscriber will coordinate with their other internal departments and have resources available for updating at the same time as the catalog advance, or will provide another annual window for Updating CourseLeaf software.
- Release notes outlining new features and bug fixes for CourseLeaf software may be found by clicking the Help tool in CourseLeaf. Release notes for software installed in other systems may be found at <https://swdist.courseleaf.com>
- At Leepfrog's discretion, software may also be updated in order to provide resolution to a software defect at a time other than the Catalog advance.

10. User Acceptance Testing (UAT)

Leepfrog provides a TEST environment that can be synced with Client's production site. The TEST environment site is provided so Licensee/Subscriber can test the CourseLeaf software and any configuration or software change prior to moving those changes to Client's production environment. As part of Leepfrog's Client Responsive Project Schedule, Licensee/Subscriber is required to test thoroughly by using the software in TEST as they expect to use in Production. Client's active participation and time for testing, particularly in those cases of new features or software enhancements, is required. This User Acceptance Testing (UAT) is a vital process step in measuring the software's adherence to Licensee/Subscriber agreed upon Specifications. UAT Testing occurs within thirty (30) days of receiving Leepfrog's changes and updates.

11. Leepfrog User Community (luc.courseleaf.com)

Leepfrog offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lfraining@leefrog.com for any training, LilyPad and User Community questions.

12. Training



- CourseLeaf Trainers are available to provide Annual Refresher Training, LilyPad University, and additional Licensee/Subscriber's specialized training.
- Onsite training may be limited and as mutually agreed between the parties. Additional specialized training will require a SOW and may include additional scope, schedule and cost.
- LilyPad University is a live webinar training supporting the use of CourseLeaf Products that is open to all CourseLeaf clients. A list of available training can be found on the Licensee/Subscriber Help Site.
- Annual Refresher Training is available for Licensee/Subscribers who require additional support following a software update or addition of new staff.
- These webinars clarify the change and provide answers to frequently asked questions.
- Up to one (1) hour of customized online webinar training annually per Licensee/Subscriber is included free of charge.

13. CourseLeaf Client Success

Leepfrog provides customer outreach and advocacy to assist Licensee/Subscriber in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee/Subscriber request.

14. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a users conference. The Leepfrog User Conference is an exciting and engaging experience where our clients can:

- Meet their Leepfrog experts
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional)
- Participate in additional and unique training opportunities
- Engage with peers who are using the various CourseLeaf solutions
- Hear about ways to enhance use of the CourseLeaf solutions
- Learn about new and upcoming features and products.

15. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing/Subscription Support Services, may be available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee/Subscriber's Issue and request and will forward this information to the appropriate Leepfrog resource who will develop a SOW for Licensee/Subscriber review and signature.

16. Backups

Data backups of the Iowa City, IA, Leepfrog Data Center are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

17. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring of the solution. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee/Subscriber the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

18. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the Issue and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee/Subscriber agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of

Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

19. CourseLeaf Hosting

CourseLeaf's hosting environment is at the Iowa City, IA, Leepfrog Data Center where we host over 98% of our clients. If Licensee/Subscriber plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

20. Licensee/Subscriber On-Premise (Self Hosting)

Upon Licensee/Subscriber request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee/Subscriber elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

21. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee/Subscriber understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

In those cases where Licensee/Subscriber elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

22. Suspension of Services

Leepfrog may suspend use by Licensee/Subscriber to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog reasonably believes that Licensee/Subscriber's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If Leepfrog reasonably believes Licensee/Subscriber has violated the license grant or confidentiality provisions;
- c. If reasonably necessary to prevent unauthorized access to Licensee/Subscriber Data;
- d. If Licensee/Subscriber's undisputed accounts are more than 90 days past due; or
- e. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee/Subscriber to any Services, Leepfrog will:

- a. Promptly provide Licensee/Subscriber with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

23. Data Security and Integrity



Leepfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leepfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leepfrog's own confidential data.

Leepfrog will provide access to Client Content only to Leepfrog employees, agents and contractors with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee/Subscriber of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence.

As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach of its security or data, or a breach, compromise of, intrusion or vulnerability in the Leepfrog Technology, Leepfrog will:

- (1) notify Licensee/Subscriber of such breach or potential breach as soon as reasonably possible;
- (2) investigate and remediate such breach or potential breach at least to the extent required by law, and
- (3) if the breach or potential breach resulted from a failure or weakness in Leepfrog systems or Leepfrog's procedures, provide Licensee/Subscriber with satisfactory assurances that the breach or potential breach will not recur;
- (4) Leepfrog will reasonably cooperate to assist Licensee/Subscriber in: (a) identifying individuals potentially affected by the breach and (b) providing any notifications required by applicable law.

24. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.

Exhibit C – Data Security and Processing Policy

This Data Security and Processing Policy is attached to and part of the CourseLeaf Service and Software Agreement (SSA). Leepfrog complies with all relevant data privacy and security laws, including its storing and handling of student records and processing of personal data. In this regard, Leepfrog has worked with legal counsel to ensure that Leepfrog is and remains compliant with how it handles student data under United States and International laws, including the U.S. Family Educational Rights and Privacy Act ("FERPA") and the Canadian provincial Freedom of Information and Protection of Privacy Act ("FIPPA") as consistent with the European Union General Data Protection Regulation ("GDPR").

1. Scope of Policy

- 1.1 In consideration of Licensee/Subscriber making available Personal Data to Leepfrog, Leepfrog agrees to store, handle, and process the Personal Data in accordance with the terms and conditions of this Policy.
- 1.2 Subject to clause 1.3, the Parties acknowledge and agree that: (i) for the purposes of this Policy and as between them, the Licensee/Subscriber shall be regarded as a controller of Personal Data and Leepfrog shall be regarded as a processor of Personal Data; and (ii) Licensee/Subscriber will comply with its obligations as a controller under the Data Protection Laws and Leepfrog will comply with its obligations as a processor under this Policy.
- 1.3 If Licensee/Subscriber is also a processor, Licensee/Subscriber warrants to Leepfrog that Licensee/Subscriber's instructions and actions with respect to Personal Data, including its appointment of Leepfrog as another processor or sub-processor, have been authorized by the relevant controller.
- 1.4 Licensee/Subscriber instructs Leepfrog and Leepfrog agrees to store, handle, and process the Personal Data in order to supply services as set out in the Services and Software Agreement.

2. Confidentiality of Storing, Handling, and Processing Personal Data

- 2.1 Leepfrog shall ensure that all persons it authorizes to handle or process Personal Data are subject to a duty of confidentiality and process Personal Data only as set out in this Policy. Leepfrog agrees to hold Personal Data in strict confidence. Leepfrog shall not use or disclose Personal Data received from or on behalf of Licensee/Subscriber (or its students) except as permitted or required by the Policy, as required by law, or as otherwise authorized in writing by Licensee/Subscriber. Leepfrog agrees not to use Personal Data for any purpose other than the purpose for which the disclosure was made.

3. Rights of Students, Individuals, and Data Subjects

- 3.1 Leepfrog shall provide reasonable assistance to Licensee/Subscriber (at Licensee/Subscriber's expense) to enable Licensee/Subscriber to respond to: (a) any request relating to Personal Data from a data subject or individual to exercise any of its rights under the Data Protection Laws that apply to such data subject or individual; (b) any other correspondence, enquiry or complaint received from a data subject, individual, or regulator in connection with the storing, handling, or processing of Personal Data by Leepfrog.
- 3.2 If any such request, correspondence, enquiry or complaint is made directly to Leepfrog, Leepfrog will advise the person making the request to submit their request to Licensee/Subscriber and Licensee/Subscriber will be responsible for responding to any such request.
- 3.3 Leepfrog shall not disclose any Personal Data in response to a request for access or disclosure from any third party without Licensee/Subscriber's prior written consent, except where compelled to do so in accordance with applicable law or as otherwise allowed under this Policy or the Services and Software Agreement.

4. Data Protection Impact Assessments

- 4.1 The Information Security Affidavit is incorporated in this SSA via Exhibit G. If requested by Licensee/Subscriber, Leepfrog shall provide Licensee/Subscriber, at Licensee/Subscriber's expense, with reasonable assistance in order for Licensee/Subscriber to (i) conduct a data protection impact assessment and, (ii) if necessary and applicable, consult with its relevant data protection authority.

5. Notification of Information to the Data Protection Authorities

- 5.1 If applicable, Licensee/Subscriber will provide Leepfrog with the name and contact details of the Licensee/Subscriber's local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where requested by the regulatory authorities and required under the Data Protection Law, Leepfrog is entitled to provide this information to them.

6. Security and Technical Program

- 6.1 Leepfrog shall put in place and maintain an information security program reasonably appropriate for the Personal Data, which shall include implementing, maintaining, and using all appropriate administrative, technical, security, organizational, physical measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.
 - 6.2 Leepfrog shall notify Licensee/Subscriber of any Security Incident that it becomes aware of without undue delay. All such notifications should be made in accordance with the notice provisions set out in the Policy or at Leepfrog's discretion by a phone call or email to the primary point of contact at the Licensee/Subscriber that Leepfrog is in regular contact with or such person identified in the Services and Software Agreement.
 - 6.3 Leepfrog shall take reasonable steps to remedy or mitigate the effects of Security Incidents.
 - 6.4 Leepfrog shall cooperate with the Licensee/Subscriber and provide the Licensee/Subscriber with reasonable assistance and information: (a) in the investigation of a Security Incident; and (b) in relation to any notifications of a Security Incident Licensee/Subscriber makes to the relevant authority or regulator.
 - 6.5 All costs associated with managing a Security Incident and fulfilling its obligations shall be borne by Licensee/Subscriber where the Security Incident occurs as a result of Licensee/Subscriber failing to perform its obligations under this Policy or the Services and Software Agreement.
 - 6.6 Licensee/Subscriber is solely responsible for its compliance with any incident notification laws in relation to Personal Data and fulfilling any third party notification obligations related to Security Incidents.
 - 6.7 Leepfrog's notification of or response to a Security Incident under this Security and Technical Program Section will not be construed as an acknowledgement by Licensee/Subscriber of any fault or liability with regard to that Security Incident.
7. Sub-Processors
 - 7.1 Leepfrog shall not provide access to or disclose any of the Personal Data to a subcontractor or other third party without Licensee/Subscriber's prior authorization. Notwithstanding the foregoing, Licensee/Subscriber hereby generally authorizes Leepfrog to engage third parties to process Personal Data provided that Leepfrog imposes data protection terms to an equivalent standard as provided for under this Policy.
8. Termination
 - 8.1 Licensee/Subscriber instructs Leepfrog to retain the Personal Data for a reasonable period after termination or expiry of the Services and Software Agreement in order to support any subsequent auditing or data recovery that may be required by Licensee/Subscriber. Thereafter, Leepfrog shall destroy Personal Data in its possession or control. This obligation (to destroy data) shall not apply to the extent that Leepfrog is required by its internal policies or by any law(s) of the United States, European Union, or any European Union Member State or other applicable law or by any post-termination contractual commitments to retain some or all of the Personal Data. The provisions of this Policy shall continue to apply to any Personal Data retained by Leepfrog notwithstanding termination or expiry of the Services and Software Agreement.
9. Use of De-Identified Data
 - 9.1 Licensee/Subscriber agrees that during and after the expiry of the Services and Software Agreement, Leepfrog may use and disclose for benchmarking, educational research, developing and improving products and services or for any other related purposes Personal Data from which features directly identifying any individual have been removed. Such de-identified data is not considered Personal Data.
10. Audit Rights
 - 10.1 If requested by Licensee/Subscriber, and no more than once annually, Leepfrog will make available the Audit Report to Licensee/Subscriber to enable Licensee/Subscriber to verify Leepfrog's compliance with its obligations in relation to the processing of Personal Data. Licensee/Subscriber acknowledges that provision of the Audit Report by Leepfrog shall satisfy the audit requirements set out in Article 28(3)(h) of the GDPR.
11. Effect of Policy
 - 11.1 As of the Effective Date, this Policy will supplement the data protection provisions in the Services and Software Agreement and will be incorporated into each Services and Software Agreement. For clarity, if Licensee/Subscriber has entered more than one services agreement, this Policy will amend each of the Services and Software Agreements separately.
12. Definitions

"Audit Report" means a report certified by Leepfrog's Chief Executive Officer identifying the technical and security measures that apply in relation to the products or services in question.

"Personal Data" means, student data/records, personally identifiable information of a student, or personal data processed by Leepfrog as a processor or sub-processor for and on behalf of Licensee/Subscriber;

"Data Protection Laws" means the laws relevant to the storing and handling of student records or personally identifiable information of a particular individual or processing of personal data of a data subject under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of encrypted Personal Data; and

"Controller", "data subject", "personal data", "processor" and "processing" all have the meaning given under the Data Protection Laws.

Exhibit D – CourseLeaf Catalog (CAT) Capabilities and Services

The CourseLeaf Catalog Management (CAT) streamlines the process of updating, managing, and publishing academic catalogs. Content editing can be distributed throughout campus with easy editing tools. Built in workflow provides editorial control to process owners and other content approvers. The platform provides the institution a myriad of styling and content organization options to publish a catalog that truly reflects the institution. PDFs of full catalogs and individual pages are automatically generated by the software for distribution to requesting agencies, printing, or use by advisors and others. Integration with the Student Information System assures that course information is accurate and up-to-date.

Capabilities

1. **Integration with SIS:** Course and related data from the Student Information System (SIS) is imported to the CAT Course database to embed directly into the catalog content in a repeatable process. When course data changes in the SIS, the catalog will be updated with a new SIS extract in a few clicks. This efficient process improves accuracy of the catalog. CourseLeaf also features a proprietary built in integration tool called the 'Course Picker,' which lists approved courses from the latest SIS extract.
2. **Enhances accuracy:** CourseLeaf CAT identifies inconsistencies between SIS data and catalog data. Administrators and End Users are notified and can generate reports to help resolve inconsistencies.
3. **Manages workflow:** Includes a robust workflow engine to allow administrators full control to easily manage the necessary approval process.
4. **Manages user permissions:** Provides administrator tools to define roles, control user access, and grant permission levels.
5. **Multi-channel search:** Facilitates search engine optimization. CourseLeaf Search powerfully searches key elements of the catalog, such as section headers, and provides the results, a synopsis, and related links all in one place. Catalog users find relevant information with fewer clicks.
6. **Focus Search:** User friendly tool transforms the catalog searching experience by presenting data through a mobile friendly and accessible site with a sliding pane interface that incorporates a well-organized and multifaceted results page along with a powerful look and feel that incorporates your school's colors and visual image.
7. **Tracks edits:** Tracks and identifies catalog edits in green/red color coding in addition to strike through and bold formatting. Changes can be filtered by user in the review process.
8. **CourseLeaf Console:** Allows for easy administrative control and oversight from one central location.
9. **Reporting:** Features a number of powerful built in reports including detailed status and progress reports to track pages, owner/workflow report, role members, and user edits report. Reporting options in CAT also includes the ability to generate reports on approved proposals within a user defined range (ex: annual). Reports can be exported in HTML, Excel, and PDF format.
10. **Controls consistency:** Produces a theme of HTML, CSS, JavaScript, fonts, and images to apply institutional branding to the catalog.
11. **Archives publications:** Creates a historical record of the catalog in HTML and PDF.
12. **Multiple output formats: HTML/Mobile/PDF:** Publishes the catalog in multiple formats from one program to reach a diverse group of users. Output formats include responsive design HTML and a print ready PDF converted directly from the online version. Responsive design is a web approach that detects an end user's screen size or device (i.e. mobile, tablet) and changes the layout accordingly.
13. **Creates an index and table of contents:** Generates automatically for web, mobile, and print.
14. **Table of Contents Editor for PDF:** Provides for creating unlimited PDF documents from catalog content by selecting catalog content sections to be included in the generated print-ready PDF document. The tool provides drag and drop reordering of the sections for a customized document.
15. **Integrates with external applications:** Consumes or shares XML, when appropriate. Integration keeps information consistent across environments (e.g., department websites).

16. Image and Video: Built in tools provide for insertion of images in the page header and body. Videos can be inserted into the page body. The tools provide for managing accessibility requirements for page body image and video content.
17. Analytics: CourseLeaf features built in web analysis software to provide site statistics and reports. Leepfrog provides both the raw logs and an analyzed report similar to Google Analytics as part of its catalog hosting package. Should the institution prefer to take advantage of Google Analytics instead of the built in analysis software, Leepfrog can incorporate it into the hosting package, and has done so for a number of clients.
18. Focus Search: User friendly tool presents data through a mobile friendly and accessible site with a sliding pane interface that incorporates a well-organized and multifaceted results in your school's colors and visual image.

CourseLeaf Catalog (CAT) SOW for Implementation Services

Your catalog implementation team will consist of the following skilled professionals:

- Client Services Manager (CSM): Serves as the primary leadership role for the implementation project.
- Project Coordinator: Primary contact for the Business Requirements phase which includes SIS data collection, SIS course data audit, infrastructure set up, and assisting the CSM.
- Implementation Consultant: Primary contact for consultation session and project specifications.
- Web Designer: Primary contact for web, mobile, and PDF design and formats.
- Catalog Editor: Primary contact for catalog content audit, documenting options for formatting specific sections, interpretation of migrated content, applying standards, and best practices.
- Content Migrator: Responsible for migrating and formatting source content into CourseLeaf.
- CAT Developer: Responsible for client specific coding viewed as critical for project success.
- Trainer: Primary contact for two day training of CourseLeaf administrators and End Users.
- Quality Assurance (QA): Responsible for quality checks on all configured and developed functionality to verify they operate according to approved specifications and meet project objectives.
- Customer Support Representative: Transition implementation client to support team.

Delivery Services

1. Consultation: A Leepfrog Solutions Consultant and Implementation Consultant will provide a one day, onsite product review to make sure client team members understand the product and their roles in the project. A review of current editing processes and other considerations that affect the catalog will be discussed with an objective of understanding the philosophy and vision for future editions. A review of selected migrated pages is conducted to evaluate catalog needs at the page level. The primary focus is pages associated with colleges, departments/areas of study, and programs/degrees. Formatting options, such as tabs on pages and different navigation structures, will be presented and discussed to determine which options will best serve the institution.

If faculty information is to be included in the catalog, options for managing and updating will be explored. The goal of the consulting session is to define specifications for the configuration and development sections (see Delivery Services 2 and 3 to meet institution objectives and provide a more cohesive and fluid publication.

Note: If deeper level consulting is of interest, Leepfrog offers advanced consulting, which is available for an additional fee. Consulting options include: extensive catalog reorganization or development, data analysis and cleanup, recruiting/admissions CAT Impact design.

2. Site Configuration: CourseLeaf is tailored for your particular catalog design by our Senior Web Designer, Catalog Editor, and Developer, who use a range of settings and options in the software to style and organize the online presentation of the catalog, configure the PDF, create output formats and rules for online content, and develop custom data entry tools. Leepfrog works with your IT Department to establish a repeatable process of uploading course data from your SIS extract and importing the data into the CourseLeaf database for use in course descriptions, degree requirements, and accuracy reporting. Leepfrog will migrate the latest catalog content and translate written text into consistent formats, using CourseLeaf software solutions and implementing approved specifications.
3. Development: CAT Developers create key components or modify key elements of the software to better meet specific requirements of the institution. Examples may include creating the ability to automatically place general education

requirements into each program or modifying the display of courses required for a degree to include information not displayed in the baseline table format.

4. **PDF Files:** Leepfrog's standard Implementation process provides for a generated print-ready PDF of the full catalog content. CAT also generates a downloadable PDF of each catalog page. The Table of Contents (TOC) Editor feature allows the creation of additional catalogs with control over sections included and order of content.

Transition Services

The catalogs specifically identified in the Content Transition Services Exhibit are included in the migration services and all additional publications and/or handbooks can be migrated for an additional fee.

1. **Content analysis:** Leepfrog analyzes SIS course data and catalog source content and identifies inconsistencies, inaccuracies, and opportunities to improve the presentation of the catalog and/or the structure of curriculum for project success. Leepfrog discusses findings and implements approved specifications.
2. **Content Migration:** After the content analysis and initial migration, the Catalog Editor applies your specifications and best practices for the most effective representation of the content. Migration is the process of Leepfrog transitioning the contents of your latest edition of your catalog into the CourseLeaf software, which includes using specific software features such as course lists, plan of study grids, inline courses, and footnotes.

Note: Reorganizing the catalog content for the project is out of scope, but CourseLeaf Professional Services (CPS) for a content reorganization can be provided for an additional fee. Catalog content to be migrated must be provided in InDesign or Microsoft Word formats. Providing catalog content in HTML is an additional fee for migration work. Course data must be provided in tab delimited UTF-8 character set format with headings, XML, HTML, or CSV format. Other options are available for an additional fee. Cleaning up and improving the quality of existing SIS data is out of scope, but assistance is available in these areas for an additional fee.

3. **Quality assurance:** During migration, Leepfrog conducts quality checks on all configured and developed functionality to verify they operate according to approved specifications and meet project objectives.
4. **Installation:** CourseLeaf is customized to your IT systems during installation by integrating with the campus single sign-on (SSO) techniques and databases (Shibboleth via InCommon or CAS) or LDAP Active Directory, setting up and deploying consultations, creating workflows to match campus processes, and modifying sample output files into output templates.
5. **Training and Education:** Leepfrog provides training and online resources in several formats to support administrators, IT personnel and End Users. Based on client feedback, Leepfrog has found onsite training significantly improves end user buy-in at the institution, provides valuable resources if there is position turnover, and aids in the overall goal of project success.

Administrator training will be conducted by Leepfrog via webinar as the project moves forward followed by an onsite training for administrators and End Users that may be one or two days as mutually agreed. Training is tailored to the institution's needs and uses school specific content. After onsite training, users have full access to the online help repository, which includes step-by-step instructions with images, training videos with closed captioning, and access to LilyPad University. Leepfrog trainers lead LilyPad University's free online classes that offer a platform for an interactive user experience. Upon request, Refresher training may be provided via webinar and is available annually. Additional training services can be purchased.

Note: ***In cases of dual purchase of CourseLeaf Catalog (CAT) and Section Scheduler (CLSS), Licensee/Subscriber will be provided with a single instance of Focus Search which Licensee/Subscriber may elect as either CourseLeaf Catalog (CAT) Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

Exhibit E – Content Transition Services (Included as part of CAT Implementation)

Migration is the process of Leepfrog transitioning the contents of your latest edition of your catalog into the CourseLeaf software. For the fees noted in Exhibit A, Leepfrog conducts migration of one prior years' existing catalog content into the CourseLeaf software for one catalog, and in this process identifies inaccuracies and inconsistencies in the data and presentation.

The following catalog(s) is included as part of the Fee listed in Exhibit A provided content transition services for all catalogs listed below occur in same Implementation cycle. Should Licensee/Subscriber elect to have content transition services occur more than once or separately for each catalog listed below, the second transition services will be provided on a Statement of Work and additional scope, schedule and cost may apply.

2021-2022 COLLEGE CATALOG - <https://students.broward.edu/resources/college-catalog/index.html>

Roles & Responsibility

Leepfrog will

- Conduct the Scope of the work, as explained below.
- Suggest improvements to the catalog as the data is migrated, and implement those improvements where possible.

Client will

- Provide the prior years' data in the following format: a) catalog data in InDesign or MSWord format, and b) course data in XML or tab-delimited format. Leepfrog offers additional professional services to migrate other course content that is solely in text format or solely in HTML format, e.g. such as appearing only on the website. These professional services are outside the scope of the standard implementation and additional scope, schedule and cost may apply.
- Have IT staff available as necessary to provide any integration assistance, or guidance to assist Leepfrog in providing a migrated catalog.
- Have appropriate staff available to provide guidance on the many minor decisions needed to complete the migration and make any adjustment to the final catalog.
- Review the catalog after it has been migrated into CourseLeaf, and improve any accuracy or consistency issues. The Client has ultimate responsibility for the data quality.
- Make any further changes desired once the prior year's catalog has been migrated into CourseLeaf.

Scope of Work

1. Migration: The content from the prior year's catalog is entered into CourseLeaf using a combination of human and automated tools. The automated tools then become part of the CourseLeaf software package for later use should the Client have any future migration needs.
2. Improved accuracy and quality: As Leepfrog builds the working catalog based on the prior years' content, we identify inaccuracies and areas to improve quality. We work closely with the Client during this process so Client has the ability to review and approve changes. Inaccuracies are shared on an ongoing basis with Licensee/Subscriber and addressed as they arise, and are not provided in a final report.

Examples of inaccuracies discovered at current clients include links to classes that are no longer offered or have had their content altered, links to incorrect departments, semester hours that when summed up do not match listed totals, and so forth.

Examples of improvements include linking classes to the University's student information system database, embedding hyperlinks to departments when they appear in the text, displaying lists of classes in table format rather than as text, and so forth.

3. Improved consistency: Leepfrog also identifies inconsistencies in the presentation of the data. Examples include having all department names in capitals, having all classes listed with the format of course number followed by name, and so forth. Again, we work closely with the Client to review and approve changes.

Out of Scope

1. Leepfrog will migrate up to the number of documents (e.g., catalogs) listed in this Exhibit into the CourseLeaf content management system. The service to migrate any additional catalogs or student/faculty handbooks is out of scope unless explicitly noted in Exhibit A.

2. LEEPfrog provides this service in good faith and makes all reasonable efforts to provide accurate data, but provides no warranties as to the final accuracy of the data.
3. LEEPfrog makes all reasonable efforts to identify inaccuracies and inconsistencies in the data, but provides no warranty as to the minimum levels of improvement in quality or consistency.
4. While LEEPfrog typically performs a wide range of customization, the scope and depth of customization is at LEEPfrog's sole discretion.
5. Acquiring prior catalog data, as the Client provides this data in the specified format.
6. LEEPfrog takes the university's course data as provided. We attempt to assist in improving the quality of the data provided as needed, but the Client is responsible for providing that in the format and structure to be used in the catalog and curriculum process.
7. Final testing of the data within the catalog. The Client has content specific knowledge and will need to provide final validation of the content.

Deliverable

LEEPfrog will provide one prior year's catalog content as migrated into CourseLeaf.

Exhibit F – CourseLeaf CAT Impact Program Filters Professional Services Exhibit (Included with this Offer)

Introduction

The Parties agree Leepfrog will provide a CAT Impact Program Filters (valued at \$7,000) free of charge to Licensee/Subscriber with the CAT Implementation.

This Exhibit is for CAT Impact customization services which enrich the design of your catalog and further enhance the experience of end users. CAT Impact customizations can be highly variable and personalized depending on the needs of the institution.

Each implementation of CAT Impact is unique and requires a Statement of Work (SOW) describing the scope, requirements and deliverable of each project. Based on your current product and current Implementation schedule, CAT Impact Services may be scheduled into the existing project timeline. The SOW will be jointly developed prior to the start of services.

1.0 PAGE (or PROGRAM) FILTERS

Page filters provide a unique navigational interface that allows catalog end-users to select a page to view by making choices about their interests. This feature is commonly implemented and allows students users to easily select their desired programs. This enhanced functionality works with any page in the catalog and includes the following:

- Administrative interface for the client (administrators) to add categories, filters, and tag pages accordingly.
- An extra tool in the setup step for clients to flag pages that should be included in filtering.
- The core behavior for showing and/or hiding pages by selecting checkboxes on a single page in the catalog.
- The ability to add images to represent each page included in options.

Page filters requires additional administration of the standard CAT product, and to facilitate, Leepfrog includes a one (1) hour webinar training session with all Page Filter implementations.

To facilitate Leepfrog’s ability to set Page and Program Filters, clients are required to provide the following:

- Identification of pages to be included in the page filters.
- Client Administrator must tag each page included in the page filters.
- The design used in the tagged pages which must meet the following criteria:
 - Be different in some way from other CourseLeaf client pages and Leepfrog will assist to facilitate level of differentiation.
 - All assets (images, icons, fonts) must be provided in separate files and must meet client’s own accessibility requirements.
 - All images, if any, must be provided, cropped and sized appropriately.

1.1 Page (or Program) Filters Examples

Page filters, core functionality (behavior), and layout:
<https://bulletin.ndsu.edu/programs-study/>

Additional customizations (added fee):

<http://guide.berkeley.edu/undergraduate/degree-programs/>

- Graduate and undergraduate version (two installs of this feature).
- “Quick view” utility that shows a popup before being able to continue to the program page. Requires a separate administrative interface.
- Requires a separate page layout.

<http://catalog.iastate.edu/choose-your-adventure/>

- Clicking on an item introduces preview content.
- Categories on the left expand and collapse.

- Requires a separate page layout.

Broward College | RFP-2021-057-JH
INFORMATION SECURITY AFFIDAVIT | ATTACHMENT L

I, Wes Bachman, the designated signing manager for Leepfrog Technologie, attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.


initials

1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:

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


initials

2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.

Broward College sensitive data includes but is not limited to the following:

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


initials

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

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


initials

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

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

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

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

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

Date: March 5, 2021

Title: Director of Information Technology

Name: Wes Bachman

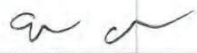
Authorized Signature: 

Exhibit G – Broward College – Supplemental Addendum – General

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the CourseLeaf Services and Software Agreement between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s 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. 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. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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.

3. 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.

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements any provisions in the Agreement pertaining to the confidentiality obligations must conform to the requirements of the public records laws of Florida. 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 BC, provide 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 BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to 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 BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of 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 THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. 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 BE GROUNDS FOR TERMINATION.

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC's liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: In conjunction with Section 6 Security and Protected Data, Exhibit B Ongoing Subscription/Support Services and Exhibit C CourseLeaf Data Security and Processing Policy, comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

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

8. General Provisions.

a. 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.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout



the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. 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.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at ninety (90) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.



k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

