



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the nine-months contract extension with Pace Communications Group, Inc. and Beber Silverstein & Partner Advertising, Inc., (ITN-2018-007-ZR - INTEGRATED MARKETING AND COMMUNICATIONS SERVICES) to continue current advertising spend, marketing services, and public relations services through June 25, 2025. Fiscal Impact: No Additional Fiscal Increase (Cumulative 10,684,400.00)**

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

**What is the purpose of this contract and why is it needed?** This nine-month extension allows Pace Communications and Beber Silverstein to continue services for a finite period, to allow time for the Marketing and Strategic Communications department to initiate a new ITN, and to select new vendor(s). Pace Communications will assist with comprehensive advertising (search, social media, TV, radio, billboards, print, and transit), including account management, ad buying (media price negotiation, buying, and placement), graphic design, video production services, and reporting against key performance indicators. Fiscal impact includes the College's advertising spend. Beber Silverstein will assist with drafting and distributing press releases, conducting media pitches, research, data tracking and reporting, and on-site media event support. They will also assist with social media management, including content calendars, scheduled postings on Facebook, Instagram, Twitter, and LinkedIn, management of student content creators, event coverage support, boosting posts and sponsored ads in target markets, monitoring pages, delivering monthly performance reports with analysis against key performance indicators. Combined fiscal impact for all vendors totals: \$1,002,800 (Marketing: \$875,000 / Public Relations: \$127,800).

**What procurement process or bid waiver was used and why?** A competitive solicitation process was utilized per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34, and due to the procurement exceeding Category Three per F.S. 287.017. In November 2017, the College sought to “expand its partner ecosystem to further its enrollment, retention and special project initiatives” and issued an Invitation to Negotiate (ITN-2018-007-ZR) for Advertising, Media and Communication Services. The College awarded agencies with the most qualified proposals meeting the College's requirements. In total, 18 vendors replied to the solicitation, 12 vendors were shortlisted for contract negotiations, and 8 vendors were awarded agreements in June 2018.

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

**What fund, cost center and line item(s) were used?** FD100, CC0234 (Marketing) & CC0832 (Public Relations), 64500:Other Services.

**Has Broward College used this vendor before for these products or services?** Yes.

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

**Was there a return on investment anticipated when entering this contract?** The deliverables received are summarized by area.

**Was that return on investment not met, met, or exceeded and how?** The return on investments were met:

**Pace Communications Group, Inc. DBA Green Advertising:** Comprehensive advertising services rendered by Pace Communications: For the 2023-24 State Reporting Year, 8,276,532 impressions led to 184,338 total clicks and 6,299 prospects, generated at a cost-per-click of \$1.81 for the comprehensive campaigns, which include digital and traditional advertising.

**Beber Silverstein & Partner Advertising, Inc:** From July 1, 2022 to May 31, 2023, there were 7,753 (duplicated) media hits with advertising value equivalency of more than \$12 million. Social media management services rendered by Beber Silverstein: In addition to lead generation, social media impressions are an important component of our brand strategy. Our social media strategy with Beber Silverstein includes daily showcasing of the College’s good news focused on student achievement, new programs, and awards and rankings. Impressions, which are a social media metric on content views and brand recognition, measure the total number of times content was displayed in a platform user's feed or search results. Impressions for 2023-24 on social media include: 583,975 average monthly Facebook impressions; 706,305 average monthly Instagram impressions; and 43,330 average monthly LinkedIn impressions.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Guarantee Access to Higher Education; These contracts are instrumental in getting prospective students started with the College. The advertising, marketing, and public relations work done with the support of these contracts help prospective students connect their interests of educational and career advancement with the College’s programs. This is done with continued brand awareness and elevation by showcasing the College’s excellence and its offerings. More directly, this work delivers leads to the top of the enrollment funnel. For a more precise measure of impact on student success, the College’s customer relations management (CRM) system has been able to track exactly how many marketing leads make it through the enrollment funnel. Based on actual results from October 2023-May 2024, as tracked in the CRM, we calculated a 23.78% prospect-to-applicant rate, and a 55.07% applicant-to-enrolled conversion rate.

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

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

**FISCAL IMPACT:**

Description: Combined worktags CC0234, PG000219, FD100, BU 103 (Marketing) and CC0832, PG000219, FD100, BU103 (Public Relations) -- fiscal impact of \$1,082,800.00

<b>10/01/24</b>	<b>CC0234 · Promotion &amp; Public Relations</b>	<b>\$0.00</b>
<b>10/01/24</b>	<b>CC0832 · Public Relations</b>	<b>(\$127,800.00)</b>
	Beber Silverstein & Partner Advertising, Inc.	
<b>10/01/24</b>	<b>CC0234 · Promotion &amp; Public Relations</b>	<b>(\$875,000.00)</b>
	Pace Communications Group, Inc.	
<b>TOTAL:</b>		<b>(\$1,002,800.00)</b>

# Donald Astrab

Donald Astrab, VP, Academic Operations, Analytics, & Comm

7/26/2024

APPROVAL PATH: 12394 Integrated Marketing & Communications Services (ITN-2018-007-ZR)  
Amendment

**Workflow** Synchronize Routing Edit View Add Work Item

Stage	Reviewer	Description	Due Date	Status
1	Jennifer Silverio	AVP Review		Completed
2	Donald Astrab	Chief Operating Officer		Completed
3	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
4	Zaida Riollano	Procurement Approval		Completed
5	Rabia Azhar	CFO Review		Completed
5	Christine Sims	Budget Departmental Review		Completed
5	<b>Legal Services Review Group</b>	Review and Approval for Form and		Completed
6	<b>Board Clerk</b>	Agenda Preparation		Pending
7	District Board of Trustees	Meeting	10/08/24 11:00 AM	Pending
8	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSign b		Pending
9	Natalia Triana-Aristizabal	Contracts Coordinator		Pending



**AMENDMENT NO. 3 TO CONTRACT FOR SERVICES**

**THIS AMENDMENT NO. 3 (the “Amendment”)** is made and entered into as of this \_\_\_ day of September, 2024, by and between

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

**Pace Communications Group, Inc.**

(hereafter referred to as Vendor),  
a company,  
who is located at  
7301 N. Federal Highway, Studio B  
Boca Raton, FL 33487

**WHEREAS**, BC and Vendor entered into that certain Contract for Services dated June 26, 2018 for **Integrated Marketing and Communication Services** (the “Agreement”); and

**WHEREAS**, the parties desire to amend the Agreement as described herein; and

**WHEREAS**, Section 14 of the Agreement provides that the Agreement may be amended when reduced to writing and signed by both parties.

**NOW THEREFORE**, the parties agree as follows:

1. The Agreement is renewed and extended on a month-to-month basis but no longer than June 26, 2025. College shall provide one (1) month notice for Agreement expiration if terminated prior to June 26, 2025.
2. **Authority**. Each person signing this Amendment on behalf of either party individually warrants that he or she has full legal power to execute this 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 Amendment.
3. **Signatures**. This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

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 Amendment on the date first written above.

**FOR VENDOR**

PACE COMMUNICATIONS GROUP, INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**SECOND AMENDMENT TO THE INTEGRATED MARKETING AND  
COMMUNICATIONS SERVICES AGREEMENT**

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

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

and

**Pace Communications Group, Inc.**  
(hereafter referred to as Vendor),  
a company,  
who is located at  
7301 N. Federal Highway, Studio B  
Boca Raton, FL 33487

**WHEREAS**, the parties entered an Agreement with an Effective Date of June 26, 2018;

**WHEREAS**, the parties desire to amend the Agreement; and

**NOW** and **THEREFORE**, the Integrated Marketing and Communications Services Agreement (ITN-2018-007-ZR) is amended as follows:

1. The contract is renewed and extended on a month to month basis but no longer than September 30, 2024. College shall provide one (1) month notice for contract expiration if terminated prior to September 30, 2024.
2. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No further amendments**. All remaining terms in the Agreement remain the same, including but not limited to any rights of termination by the College, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

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

**FOR VENDOR**

PACE COMMUNICATIONS GROUP, INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_





**FIRST AMENDMENT TO THE INTEGRATED MARKETING AND  
COMMUNICATIONS SERVICES AGREEMENT**

**THIS AMENDMENT** is made and entered into as of this 14<sup>th</sup> day of February, 2014,  
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

**Pace Communications Group, Inc.**  
(hereafter referred to as Vendor),  
a company,  
who is located at  
7301 N. Federal Highway, Studio B  
Boca Raton, FL 33487

**WHEREAS**, the parties entered an Agreement with an Effective Date of June 26, 2018;

**WHEREAS**, the parties desire to amend the Agreement; and

**NOW** and **THEREFORE**, the Integrated Marketing and Communications Services Agreement is amended as follows:

1. The contract is renewed and extended for two months through April 30, 2024. BC shall provide one (1) month notice for contract expiration if terminated prior to April 30, 2024.
2. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No further amendments**. All remaining terms in the Agreement remain the same, including but not limited to any rights of termination by BC which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

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

**FOR VENDOR**

PACE COMMUNICATIONS GROUP, INC.

By *Diana Riser*

Name Diana Riser

Title President

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By *Barbara J. Bryan Ph.D.*

Name Dr. Barbara J. Bryan

Title President



**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of June 26 2018 between the District Board of Trustees of Broward College, Florida ("College") \_\_\_\_\_ and Pace Communications Group, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until 5 yrs after execution ("Contract").

**1. INVOICES AND PAYMENTS.**

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

**2. INDEMNIFICATION.**

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

**3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

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

**4. TERMINATION FOR DEFAULT.**

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

**5. TERMINATION FOR CONVENIENCE.**

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

**6. AUDIT.**

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

**7. NONDISCRIMINATION.**

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

**8. PUBLIC ENTITY CRIMES/SDN LIST.**

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

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

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

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

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

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

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

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

**11. COLLEGE'S TAX EXEMPTION.**

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

**12. ASSIGNMENT/GUARANTOR.**

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

**13. FORCE MAJEURE.**

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

**14. AMENDMENTS.**

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

**15. ENTIRE AGREEMENT.**

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

**16. COMPLIANCE.**

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

**17. APPLICABLE LAW/VENUE.**

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

**18. VENDOR NOT TO LIMIT WARRANTY.**

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

**19. TERMS/PROVISIONS.**

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

**20. STATEMENT OF SERVICES.**

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

**21. COMPENSATION/CONSIDERATION.**

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

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$5,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

**23. OWNERSHIP.**

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

**24. COMPLIANCE/LICENSES.**

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



**25. INDEPENDENT CONTRACTOR.**

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

**26. DISPUTES.**

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

**27. IMMIGRATION.**

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

**28. CHANGE IN PERSONNEL.**

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

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.*** Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

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

### **30. MARKETING.**

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

### **31. EMPLOYMENT BENEFITS.**

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

### **32. STOP WORK ORDER.**

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

**33. ADDITIONAL TERMS AND CONDITIONS.**

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

\_\_\_\_\_ College

\_\_\_\_\_ Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type) Pace Communications Group, Inc Tax ID No. 13-1598443

Authorized Representative Julie Bricker Title vice President, Media

7301 N. Federal Highway, Studio B  
Boca Raton, FL 33487

Address \_\_\_\_\_ Telephone 561-931-2639

Signature of Vendor  \_\_\_\_\_ Date 8/20/2018

Attested By Name (type) 22522B21239041D... \_\_\_\_\_ Title \_\_\_\_\_

Signature of Attester \_\_\_\_\_ Date Signed \_\_\_\_\_

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President Thomas W. Olliff Title SVP, Administrative Services

Signature \_\_\_\_\_ Date 7/27/2018

DocuSigned by:  
*Thomas W. Olliff*  
A1267F44E088457...

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **Contract for Services**

### **Statement of Work**

#### **Exhibit "A"**

#### **SUMMARY/PURPOSE**

Broward College will enter into a contract with many qualified marketing, design, public relations and communications firms to provide all services associated with Integrated Marketing & Communication Services. The College is seeking to expand its partner ecosystem to further its enrollment, retention and special project initiatives. Chosen Vendors may provide one or many of necessary services required by the Broward College office of Marketing and Public Relations. It will be the responsibility of the Vendor to supply all materials, tools, necessary labor etc. for the work to be performed as specified.

Vendors will work closely with the College on its integrated marketing and communications plan to position Broward College as the institution of first choice for target audiences and their influencers and as an educational leader in Broward County.

The main components of this plan include but are not limited to:

- Marketing strategy
- Digital marketing
- Search engine optimization
- Programmatic marketing
- Advertising
- Digital and print design
- Videography & Video production services
- Copywriting
- Public relations
- Public events

#### **CONTRACT TERM**

The term of this contract starts from the date of execution and continues for a period of 60 months to provide service for five (5) years. The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 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, prior to the end of the current contract period. 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.



## **SCOPE OF SERVICES**

**Contract Services/Tasks:** Specific contract services/tasks will be authorized via College Purchase Order. The College will discuss with the Vendor the specific scope of work/tasks and associated budget and provide an authorization to proceed which will include these items via a Purchase Order. The specific scope of work and apportionment of the budget among the Vendors and authorized in the Purchase Orders will be solely determined by the College. The entire scope of services from the solicitation required by the College for its program is identified below although each vendor will only be eligible to provide the services for the categories listed in the fee/cost addendums to this Exhibit A.

### **1. PURPOSE OF TRADITIONAL & DIGITAL ADVERTISING**

The Contractor will place and produce advertisements for student recruitment, campaign promotion, image building and related activities associated with short- and long-term brand awareness and recruitment goals. Most of the material to be placed will generally be produced by the agency, and there may be opportunities for the College to supply artwork. The Contractor will conduct media placements beginning at the effective date assigned throughout the contract period. The purpose of such a program is to promote and yield increased applications for enrollment and to raise awareness of the College's name.

The following provides an overview of expectations of the Contractor for the media mix:

### **2. TRADITIONAL & DIGITAL MARKETING INITIATIVES**

#### **2.1 Traditional**

##### **i. Print Advertising (limited)**

1. Provide media placement suggestions and administration
2. Implement design for print materials
3. Produce final print advertisements
4. Negotiate rates to maximize effort and reach
5. Monitor the accurate and successful placement of ads to ensure correct placement, presentation and billing
6. Provide reporting on reach and provide final ad in publications

##### **ii. Traditional Radio Advertising (limited)**

1. Create, copy, and produce radio advertisements
2. Provide media placement suggestions and administration



3. Monitor the accurate and successful placement of ads to ensure correct placement, presentation and billing
4. Negotiate rates to maximize benefit of each dollar spent

**iii. Television Advertising**

1. Create, copy, and produce television advertising
2. Provide media placement suggestions and administration
3. Negotiate rates to maximize effort and reach
4. Monitor the accurate and successful placement of ads to ensure correct placement, presentation and billing

**iv. Outdoor Media** suggestions and placement in the following areas, as determined by the brand marketing plan:

1. Billboards
2. Shopping malls and related facilities, including kiosks and movie theaters (as needed)
3. Vehicles (i.e., buses, shuttles) internal and external
4. Bus Benches

**2.2 Social Media**

- i. Social media strategy: The Contractor will assist in developing a 12-month plan that increases Broward College's engagement over several social media platforms. Strategies for social media governance also will be developed and new guidelines for social media accounts will be created. Goals and benchmarks also will be set with strategies developed for each platform drafted to target set goals including reaching and engaging current and prospective students, alumni and community members through various social media networks. Proposals should include recommendations of social media widgets with examples provided. The Contractor will assist the College with its social media efforts by supporting day to day social media efforts, engagement campaigns, contests and advertising.
- ii. The Contractor will provide a dedicated individual to the College who is responsible for overseeing all agency efforts as defined by the scope, but also monitoring sites, reporting analytics on a monthly/quarterly basis.



- iii. The Contractor will provide management assistance of social media channels, which include, but are not limited to: Facebook/Twitter/Instagram/YouTube. This will include reputation management and daily posting. Social media platforms may be added or deleted through the term of the contract.
- iv. The Contractor will provide the college with content propagation (video, interactive & graphic).
- v. The budget for the social media project will include some advertising on social media networks, such as promoting Facebook posts, creating ads, likes campaigns and would work in conjunction with the College's advertising agency. The budget will also provide staffing for monitoring of sites and the costs for contests and agency's compensation fee.

### **2.3 Digital Marketing**

The Contractor will place and produce digital marketing for student recruitment, campaign promotion, brand awareness and related activities associated with short- and long-term strategic goals. Most of the materials to be placed will generally be written/designed/produced by the contractor and/or advertising contractor, and there may be opportunities for the College to supply artwork. The Contractor will create a unique set of digital assets for all online marketing materials and placements.

These may include icons, graphics, banners, animations, etc. The Contractor will secure digital media placements beginning at the effective date assigned throughout the contract period. The purpose of these efforts is to promote and yield increased applications for enrollment and to raise awareness of the College's brand. The Contractor will assist in developing the following:

- i. Develop a targeted online strategy
- ii. Search Engine Marketing strategy and management with measurable progress in Google/Bing rankings
- iii. Search Engine Optimization strategy and maintenance
- iv. Google Analytics assistance and analysis with recommendations
- v. Pay Per Click Strategy
- vi. Monitor the online campaigns and provide analytics on campaign effectiveness
- vii. Mobile marketing advertising and applications development
- viii. Contextual media
- ix. Behavioral media
- x. Lead generation





- xi. Data capture and re-marketing
- xii. Programmatic advertising, Interactive and display advertising
- xiii. Video advertising
- xiv. Email marketing
- xv. Content marketing/writing
- xvi. Website and micro site development
- xvii. Additional services as needed

**3. COMMUNICATIONS INITIATIVES**

- i. Build an all-encompassing media campaign to promote Broward College news:
  - 1. College-wide news, including new partnerships, success initiatives, and employee highlights
  - 2. Programmatic news, including new programs, pass rates, graduation rates, student and faculty profile stories, and education-to-workforce trends
  - 3. Community engagement efforts, including special events, new partnerships, panel discussions and debates
- ii. Create media opportunities which position Broward College on a national platform
  - 1. Build a strategy for securing national and industry press opportunities
  - 2. Leverage timely news topics and stories for expert source opportunities or to connect a national subject to the local market
  - 3. Share information on trends, new initiatives, or movements in higher education with the goal of securing think pieces
- iii. Leverage media relationships and contacts to elevate the College's position in the market
  - a. Leverage existing resources and opportunities to secure presence in larger industry or "big picture" stories
  - b. Create opportunities for College visibility through speaking opportunities at events, lectures, and conferences



iv. Required and requested tasks should include:

- a. Press releases
- b. Press announcements
- c. Calendar listings
- d. Media advisories
- e. Pre- and post-event press releases or photo items
- f. Media pitches
- g. Event support and photo coordination
- h. Opinion editorials
- i. Statements
- j. Talking points and interview training
- k. Social media support as needed
- l. On-site media coordination support as needed
- m. Crisis communication support as needed

#### **4. DESIGN INITIATIVES**

##### **4.1 Graphic Design**

The Contractor will provide ongoing graphic design support, creating designs that best represent the Broward College brand and image. The College will provide the copy or a reasonable outline, in-house photos and other materials to the Contractor who will be responsible for assembling materials and providing graphic design within the College's brand standards. The Contractor will be responsible for coordinating the project timeline, ensuring the project stays on track and meeting required print and/or mailing dates. The Contractor is expected to make recommendations based on best practices to the College.

Required and requested tasks may include:

- 1. Print materials including but not limited to:
  - a. Brochures
  - b. Flyers



- c. Booklets
  - d. Posters
  - e. Postcards
  - f. Customized stationery
  - g. Program ads
  - h. T-shirt designs
  - i. Magazines
2. Outdoor and/or indoor signage
- a. Banners
  - b. Wall graphics
  - c. Murals
  - d. Window clings
  - e. Flagpole banners
3. Digital graphics
- a. Email newsletter templates
  - b. Screensaver graphics
  - c. Electronic signage graphics
  - d. PowerPoint templates
4. Additional services as needed

After final approval from the College, the Contractor will provide final design files to the College. Broward College will retain ownership of all work produced including graphic design output.

#### **4.2 Videography & Video Production Services**

The College is seeking ongoing video filming, editing and post-production services to assist the Office of Public Affairs & Marketing. Selected video production Contractor(s) will provide the following:

- i. Creative assets that adhere to Broward College graphic and voice branding standards.



- ii. Ensure alignment with overall project scope, timeline and budget.
- iii. The Contractor will be expected to provide all necessary equipment and software required to produce all elements of the video, which may include, but are not limited to: scriptwriting, voice over, and cinematography (includes camera operation, lighting, sound recording, graphic design, editing and music). Contractor will coordinate all aspects of field production, including hiring necessary crew.
- iv. Contractor may be required to scout and prepare locations for filming, and coordinate schedules for filming, including but not limited to:
  - v. Assist in identifying shot lists based on content narratives
  - vi. Assist with developing talking points and/or scripts for film participants for interviews
  - vii. Providing voiceover recording and editing where applicable
  - viii. Preparations may include, but are not limited to: scouting the location prior to filming and adapting the filming approach to ensure minimal disruption to students and/or College faculty or employees
- ix. Contractor will utilize College photo/video waivers and give completed waivers to Broward College staff.
- x. Deliver a high definition resolution finished product, providing additional separate formats that are sized for the following specific platforms: YouTube, Facebook, Instagram

All resources (b-roll, outtakes, final files) will remain the College's property.

**REPORTING**

For all Broward College initiatives, the agency will work directly with the Office of Public Affairs & Marketing to execute tasks. Weekly or monthly meetings and reports highlighting tasks completed, placement circulation and ROI, and upcoming initiatives should be included in the scope of work.

**TASK/PURCHASE ORDER SCOPE CHANGES.**

The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.

**ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED.**

Products and/or services may be added to or deleted from this contract at the option of the College. During the contract term, if a need arises for a product and/or service not included in the contract, the College may request a quote for a specific product and/or service, from all Vendors under this contract and it will be at the College's sole discretion which Vendors contracts will be amended to add the new products and/or services. 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.

**FEE/COST**

See Exhibit "A-1" Fee of the Contract for Services.

le Bailey Hall marketing initiatives, large scale video productions (that require cameras and additional crew) or website design/microsite design and programming

s to be retained at 10% of the gross media spend

(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.

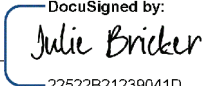
10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

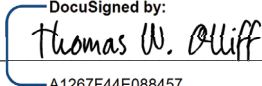
11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument 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 the event it is necessary for either Party to initiate legal action regarding the Agreement, venue for all claims shall be in Broward County, Florida.

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

Vendor:

The District Board of Trustees of Broward College,  
Florida

By:  \_\_\_\_\_  
22522B21239041D...

By:  \_\_\_\_\_  
A1267F44E088457...

Printed Name: Julie Bricker

Name: Thomas W. Olliff

Title: Vice President, Media

Title: SVP, Administrative Services

Date: 8/20/2018

Date: 7/27/2018

# Broward College Information Security Affidavit

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

DS  
JB

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 3<sup>rd</sup> 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

DS  
JB

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)

DS  
JB

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. Any breach to systems or information falling under these regulations must be reported to the College within 48 hours of detection.

- ◆ 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)

DS  
JB

4. My organization conducts background checks on all employees that may access sensitive data or systems belonging to the College. We understand that any 3rd party that we conduct business with are under the same obligation. 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

DocuSigned by:  
X Julie Bricker

Title Vice President, Media Date 8/20/2018

**Contract for Services**

**Exhibit "A-1" Fee**

<b>CATEGORIES</b>	<b>FEE</b>	<b>FEE</b>	<b>FEE</b>
	<u>(Hourly)</u>	<u>(Retainer Based Hour Ranges)</u>	<u>(Retainer Based Unlimited Hours)</u>
		\$12,000/month for 100 hours of agency time Note: Hours are calculated per employee and per job. The hours for design, copywriting, account management, media research, planning and placement, production, vendor liaison, trafficking, etc. will all be accounted for in the monthly allotment	
<b>TRADITIONAL &amp; DIGITAL INITIATIVES</b>	\$130/hr		\$5,000/month
<b>SOCIAL MEDIA</b>	\$130/hr	See above	\$4,000/month
<b>DIGITAL MARKETING</b>	\$130/hr	See above	\$5,000/month
<b>COMMUNICATIONS INITIATIVES</b>	N/A	N/A	N/A
<b>DESIGN INITIATIVES</b>	\$130/hr	See above	\$13,500/month
<b>VIDEOGRAPHY AND VIDEO PRODUCTION</b>	\$130/hr	See above	\$6,000/month

Discount % on above price(s) if budgeted for multiple categories

**Pace proposes a 5% discount to provide all of the services for the categories of traditional and digital initiatives, social media, digital marketing, design initiatives and videography/video production.**

**Optional and or Value Added Services**

- 1. Guaranteed 30% in added value on total media spend**
- 2. Proprietary remnant billboard agreement with Clear Channel Outdoor that represents a significant savings to Broward College**

**Fee Comments:**

**Note 1:** Fee does not include Bailey Hall marketing initiatives, large scale video productions (that require equipment rentals, special cameras and additional crew) or website design/microsite design and programming

**Note 2:** Media commissions to be retained at 10% of the gross media spend





**AMENDMENT NO. 3 TO THE CONTRACT FOR SERVICES**

**THIS AMENDMENT NO. 3 (the “Amendment”)** is made and entered into as of this \_\_\_\_ day of September, 2024, by and between

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

**Beber Silverstein & Partners Advertising, Inc.**

(hereafter referred to as Vendor),  
a company,  
who is located at  
89 NE 27 Street, Miami, FL 33137

**WHEREAS**, BC and Vendor entered into that certain Contract for Services dated June 26, 2018 for **Integrated Marketing and Communications Services** (the “Agreement”); and

;

**WHEREAS**, the parties desire to amend the Agreement as described herein; and

**WHEREAS**, Section 14 of the Agreement provides that the Agreement may be amended when reduced to writing and signed by both parties.

**NOW THEREFORE**, the parties agree as follows:

1. The Agreement is renewed and extended on a month-to-month basis but no longer than June 26, 2025. College shall provide one (1) month notice for Agreement expiration if terminated prior to June 26, 2025.
2. **Authority**. Each person signing this Amendment on behalf of either party individually warrants that he or she has full legal power to execute this 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 Amendment.
3. **Signatures**. This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

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 Amendment on the date first written above.

**FOR VENDOR**

BEBER SILVERSTEIN & PARTNERS ADVERTISING, INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**SECOND AMENDMENT TO THE INTEGRATED MARKETING AND  
COMMUNICATIONS SERVICES AGREEMENT**

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

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

and

**Beber Silverstein & Partners Advertising, Inc.**  
(hereafter referred to as Vendor),  
a company,  
who is located at  
89 NE 27 Street, Miami, FL 33137

**WHEREAS**, the parties entered an Agreement with an Effective Date of June 26, 2018;

**WHEREAS**, the parties desire to amend the Agreement; and

**NOW** and **THEREFORE**, the Integrated Marketing and Communications Services Agreement (ITN-2018-007-ZR) is amended as follows:

1. The contract is renewed and extended on a month to month basis but no longer than September 30, 2024. College shall provide one (1) month notice for contract expiration if terminated prior to September 30, 2024.
2. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No further amendments**. All remaining terms in the Agreement remain the same, including but not limited to any rights of termination by the College, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

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

**FOR VENDOR**

BEVER SILVERSTEIN & PARTNERS ADVERTISING, INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**FIRST AMENDMENT TO THE INTEGRATED MARKETING AND  
COMMUNICATIONS SERVICES AGREEMENT**

**THIS AMENDMENT** is made and entered into as of this 14<sup>th</sup> day of February, 2024,  
by and between

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

**Beber Silverstein & Partners Advertising, Inc.**

(hereafter referred to as Vendor),  
a company,  
who is located at  
89 NE 27 Street Miami, FL 33137

**WHEREAS**, the parties entered an Agreement with an Effective Date of June 26, 2018;

**WHEREAS**, the parties desire to amend the Agreement; and

**NOW** and **THEREFORE**, the Integrated Marketing and Communications Services Agreement is amended as follows:

1. The contract is renewed and extended for two months through April 30, 2024. BC shall provide one (1) month notice for contract expiration if terminated prior to April 30, 2024.
2. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No further amendments**. All remaining terms in the Agreement remain the same, including but not limited to any rights of termination by BC which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

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

**FOR VENDOR**

BEBER SILVERSTEIN & PARTNERS ADVERTISING, INC.

By 

Name Jennifer Beber

Title President

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By *Barbara J. Bryan Ph.D.*

Name Dr. Barbara J. Bryan

Title President



**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of June 26 2018 between the District Board of Trustees of Broward College, Florida (“College”) \_\_\_\_\_ and Beber Silverstein & Partners Advertising, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until 5 yrs after execution (“Contract”).

**1. INVOICES AND PAYMENTS.**

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

**2. INDEMNIFICATION.**

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

**3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

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

**4. TERMINATION FOR DEFAULT.**

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

**5. TERMINATION FOR CONVENIENCE.**

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

**6. AUDIT.**

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

**7. NONDISCRIMINATION.**

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

**8. PUBLIC ENTITY CRIMES/SDN LIST.**

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

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

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

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

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

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

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

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

**11. COLLEGE'S TAX EXEMPTION.**

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

**12. ASSIGNMENT/GUARANTOR.**

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

**13. FORCE MAJEURE.**

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

**14. AMENDMENTS.**

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

**15. ENTIRE AGREEMENT.**

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

**16. COMPLIANCE.**

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

**17. APPLICABLE LAW/VENUE.**

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

**18. VENDOR NOT TO LIMIT WARRANTY.**

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

**19. TERMS/PROVISIONS.**

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

**20. STATEMENT OF SERVICES.**

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

**21. COMPENSATION/CONSIDERATION.**

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

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$5,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

**23. OWNERSHIP.**

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

**24. COMPLIANCE/LICENSES.**

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

**25. INDEPENDENT CONTRACTOR.**

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

**26. DISPUTES.**

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

**27. IMMIGRATION.**

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

**28. CHANGE IN PERSONNEL.**

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

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.*** Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

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

### **30. MARKETING.**

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

### **31. EMPLOYMENT BENEFITS.**

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

### **32. STOP WORK ORDER.**

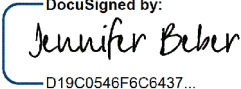
The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate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

**33. ADDITIONAL TERMS AND CONDITIONS.**

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

\_\_\_\_\_ College                  \_\_\_\_\_ Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type)	<u>Beber Silverstein</u>	Tax ID No.	<u>59-140-1652</u>
Authorized Representative	<u>Jennifer Beber</u>	Title	<u>President</u>
Address	<u>89 NE 27 Street Miami, FL 33137</u>	Telephone	<u>305-495-5100</u>
Signature of Vendor	 <small>D19C0546F6C6437...</small>	Date	<u>8/27/2018</u>
Attested By Name (type)	_____	Title	_____
Signature of Attester	_____	Date Signed	_____

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President Thomas W. Olliff Title SVP, Administrative Services

Signature  Date 7/27/2018  
A1267F44E088457...

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





**Contract for Services**

**Statement of Work**

**Exhibit "A"**

**SUMMARY/PURPOSE**

Broward College will enter into a contract with many qualified marketing, design, public relations and communications firms to provide all services associated with Integrated Marketing & Communication Services. The College is seeking to expand its partner ecosystem to further its enrollment, retention and special project initiatives. Chosen Vendors may provide one or many of necessary services required by the Broward College office of Marketing and Public Relations. It will be the responsibility of the Vendor to supply all materials, tools, necessary labor etc. for the work to be performed as specified.

Vendors will work closely with the College on its integrated marketing and communications plan to position Broward College as the institution of first choice for target audiences and their influencers and as an educational leader in Broward County.

The main components of this plan include but are not limited to:

- Marketing strategy
- Digital marketing
- Search engine optimization
- Programmatic marketing
- Advertising
- Digital and print design
- Videography & Video production services
- Copywriting
- Public relations
- Public events

**CONTRACT TERM**

The term of this contract starts from the date of execution and continues for a period of 60 months to provide service for five (5) years. The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 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, prior to the end of the current contract period. 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.



## **SCOPE OF SERVICES**

**Contract Services/Tasks:** Specific contract services/tasks will be authorized via College Purchase Order. The College will discuss with the Vendor the specific scope of work/tasks and associated budget and provide an authorization to proceed which will include these items via a Purchase Order. The specific scope of work and apportionment of the budget among the Vendors and authorized in the Purchase Orders will be solely determined by the College. The entire scope of services from the solicitation required by the College for its program is identified below although each vendor will only be eligible to provide the services for the categories listed in the fee/cost addendums to this Exhibit A.

### **1. PURPOSE OF TRADITIONAL & DIGITAL ADVERTISING**

The Contractor will place and produce advertisements for student recruitment, campaign promotion, image building and related activities associated with short- and long-term brand awareness and recruitment goals. Most of the material to be placed will generally be produced by the agency, and there may be opportunities for the College to supply artwork. The Contractor will conduct media placements beginning at the effective date assigned throughout the contract period. The purpose of such a program is to promote and yield increased applications for enrollment and to raise awareness of the College's name.

The following provides an overview of expectations of the Contractor for the media mix:

### **2. TRADITIONAL & DIGITAL MARKETING INITIATIVES**

#### **2.1 Traditional**

##### **i. Print Advertising (limited)**

1. Provide media placement suggestions and administration
2. Implement design for print materials
3. Produce final print advertisements
4. Negotiate rates to maximize effort and reach
5. Monitor the accurate and successful placement of ads to ensure correct placement, presentation and billing
6. Provide reporting on reach and provide final ad in publications

##### **ii. Traditional Radio Advertising (limited)**

1. Create, copy, and produce radio advertisements
2. Provide media placement suggestions and administration



3. Monitor the accurate and successful placement of ads to ensure correct placement, presentation and billing
4. Negotiate rates to maximize benefit of each dollar spent

**iii. Television Advertising**

1. Create, copy, and produce television advertising
2. Provide media placement suggestions and administration
3. Negotiate rates to maximize effort and reach
4. Monitor the accurate and successful placement of ads to ensure correct placement, presentation and billing

**iv. Outdoor Media** suggestions and placement in the following areas, as determined by the brand marketing plan:

1. Billboards
2. Shopping malls and related facilities, including kiosks and movie theaters (as needed)
3. Vehicles (i.e., buses, shuttles) internal and external
4. Bus Benches

**2.2 Social Media**

- i. Social media strategy: The Contractor will assist in developing a 12-month plan that increases Broward College's engagement over several social media platforms. Strategies for social media governance also will be developed and new guidelines for social media accounts will be created. Goals and benchmarks also will be set with strategies developed for each platform drafted to target set goals including reaching and engaging current and prospective students, alumni and community members through various social media networks. Proposals should include recommendations of social media widgets with examples provided. The Contractor will assist the College with its social media efforts by supporting day to day social media efforts, engagement campaigns, contests and advertising.
- ii. The Contractor will provide a dedicated individual to the College who is responsible for overseeing all agency efforts as defined by the scope, but also monitoring sites, reporting analytics on a monthly/quarterly basis.



- iii. The Contractor will provide management assistance of social media channels, which include, but are not limited to: Facebook/Twitter/Instagram/YouTube. This will include reputation management and daily posting. Social media platforms may be added or deleted through the term of the contract.
- iv. The Contractor will provide the college with content propagation (video, interactive & graphic).
- v. The budget for the social media project will include some advertising on social media networks, such as promoting Facebook posts, creating ads, likes campaigns and would work in conjunction with the College's advertising agency. The budget will also provide staffing for monitoring of sites and the costs for contests and agency's compensation fee.

### **2.3 Digital Marketing**

The Contractor will place and produce digital marketing for student recruitment, campaign promotion, brand awareness and related activities associated with short- and long-term strategic goals. Most of the materials to be placed will generally be written/designed/produced by the contractor and/or advertising contractor, and there may be opportunities for the College to supply artwork. The Contractor will create a unique set of digital assets for all online marketing materials and placements.

These may include icons, graphics, banners, animations, etc. The Contractor will secure digital media placements beginning at the effective date assigned throughout the contract period. The purpose of these efforts is to promote and yield increased applications for enrollment and to raise awareness of the College's brand. The Contractor will assist in developing the following:

- i. Develop a targeted online strategy
- ii. Search Engine Marketing strategy and management with measurable progress in Google/Bing rankings
- iii. Search Engine Optimization strategy and maintenance
- iv. Google Analytics assistance and analysis with recommendations
- v. Pay Per Click Strategy
- vi. Monitor the online campaigns and provide analytics on campaign effectiveness
- vii. Mobile marketing advertising and applications development
- viii. Contextual media
- ix. Behavioral media
- x. Lead generation



- xi. Data capture and re-marketing
- xii. Programmatic advertising, Interactive and display advertising
- xiii. Video advertising
- xiv. Email marketing
- xv. Content marketing/writing
- xvi. Website and micro site development
- xvii. Additional services as needed

**3. COMMUNICATIONS INITIATIVES**

- i. Build an all-encompassing media campaign to promote Broward College news:
  - 1. College-wide news, including new partnerships, success initiatives, and employee highlights
  - 2. Programmatic news, including new programs, pass rates, graduation rates, student and faculty profile stories, and education-to-workforce trends
  - 3. Community engagement efforts, including special events, new partnerships, panel discussions and debates
  
- ii. Create media opportunities which position Broward College on a national platform
  - 1. Build a strategy for securing national and industry press opportunities
  - 2. Leverage timely news topics and stories for expert source opportunities or to connect a national subject to the local market
  - 3. Share information on trends, new initiatives, or movements in higher education with the goal of securing think pieces
  
- iii. Leverage media relationships and contacts to elevate the College's position in the market
  - a. Leverage existing resources and opportunities to secure presence in larger industry or "big picture" stories
  - b. Create opportunities for College visibility through speaking opportunities at events, lectures, and conferences



iv. Required and requested tasks should include:

- a. Press releases
- b. Press announcements
- c. Calendar listings
- d. Media advisories
- e. Pre- and post-event press releases or photo items
- f. Media pitches
- g. Event support and photo coordination
- h. Opinion editorials
- i. Statements
- j. Talking points and interview training
- k. Social media support as needed
- l. On-site media coordination support as needed
- m. Crisis communication support as needed

#### **4. DESIGN INITIATIVES**

##### **4.1 Graphic Design**

The Contractor will provide ongoing graphic design support, creating designs that best represent the Broward College brand and image. The College will provide the copy or a reasonable outline, in-house photos and other materials to the Contractor who will be responsible for assembling materials and providing graphic design within the College's brand standards. The Contractor will be responsible for coordinating the project timeline, ensuring the project stays on track and meeting required print and/or mailing dates. The Contractor is expected to make recommendations based on best practices to the College.

Required and requested tasks may include:

- 1. Print materials including but not limited to:
  - a. Brochures
  - b. Flyers



- c. Booklets
  - d. Posters
  - e. Postcards
  - f. Customized stationery
  - g. Program ads
  - h. T-shirt designs
  - i. Magazines
2. Outdoor and/or indoor signage
- a. Banners
  - b. Wall graphics
  - c. Murals
  - d. Window clings
  - e. Flagpole banners
3. Digital graphics
- a. Email newsletter templates
  - b. Screensaver graphics
  - c. Electronic signage graphics
  - d. PowerPoint templates
4. Additional services as needed

After final approval from the College, the Contractor will provide final design files to the College. Broward College will retain ownership of all work produced including graphic design output.

#### **4.2 Videography & Video Production Services**

The College is seeking ongoing video filming, editing and post-production services to assist the Office of Public Affairs & Marketing. Selected video production Contractor(s) will provide the following:

- i. Creative assets that adhere to Broward College graphic and voice branding standards.



- ii. Ensure alignment with overall project scope, timeline and budget.
- iii. The Contractor will be expected to provide all necessary equipment and software required to produce all elements of the video, which may include, but are not limited to: scriptwriting, voice over, and cinematography (includes camera operation, lighting, sound recording, graphic design, editing and music). Contractor will coordinate all aspects of field production, including hiring necessary crew.
- iv. Contractor may be required to scout and prepare locations for filming, and coordinate schedules for filming, including but not limited to:
  - v. Assist in identifying shot lists based on content narratives
  - vi. Assist with developing talking points and/or scripts for film participants for interviews
  - vii. Providing voiceover recording and editing where applicable
  - viii. Preparations may include, but are not limited to: scouting the location prior to filming and adapting the filming approach to ensure minimal disruption to students and/or College faculty or employees
- ix. Contractor will utilize College photo/video waivers and give completed waivers to Broward College staff.
- x. Deliver a high definition resolution finished product, providing additional separate formats that are sized for the following specific platforms: YouTube, Facebook, Instagram

All resources (b-roll, outtakes, final files) will remain the College's property.

**REPORTING**

For all Broward College initiatives, the agency will work directly with the Office of Public Affairs & Marketing to execute tasks. Weekly or monthly meetings and reports highlighting tasks completed, placement circulation and ROI, and upcoming initiatives should be included in the scope of work.

**TASK/PURCHASE ORDER SCOPE CHANGES.**

The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.

**ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED.**

Products and/or services may be added to or deleted from this contract at the option of the College. During the contract term, if a need arises for a product and/or service not included in the contract, the College may request a quote for a specific product and/or service, from all Vendors under this contract and it will be at the College's sole discretion which Vendors contracts will be amended to add the new products and/or services. 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.

**FEE/COST**

See Exhibit "A-1" Fee of the Contract for Services.



**Contract for Services**

**Exhibit "A-1" Fee**

<b>CATEGORIES</b>	<b>FEE</b>	<b>FEE</b>	<b>FEE</b>
	<u>(Hourly)</u> (non-retainer)	<u>(Retainer Based Hour Ranges)</u>	<u>(Retainer Based Unlimited Hours)</u>
<b>TRADITIONAL &amp; DIGITAL INITIATIVES</b>	\$115	\$6,000 60 hours at \$100/hour	\$8,000
<b>SOCIAL MEDIA</b>	\$105	\$5,700 60 hours at \$95/hour	\$6,600
<b>DIGITAL MARKETING</b>	\$125	\$6,300 60 hours at \$105/hour	\$8,800
<b>COMMUNICATIONS INITIATIVES</b>	\$125	\$5,175 45 hours at \$115/hour	\$6,500
<b>DESIGN INITIATIVES</b>	\$135	\$7,500 60 hours at \$125/hour	\$12,500
<b>VIDEOGRAPHY AND VIDEO PRODUCTION</b>	NA		

Discount % on above price(s) if budgeted for multiple categories

20%

20%

**Optional and or Value Added Services**

Above hourly rates are discounted from our normal hourly rates.

Above fees represent 7.5-16% discount off proposed non-retainer hourly rates.

Above fees assume 13-40% additional hours depending on category and account will be staffed accordingly. Agency will provide a one-time credit for unused hours exceeding 15% below projection annually.

**Fee Comments:**

Activity tracked and applied against retainer. Hours may roll-over to subsequent months. Hours above retainer charged after quarterly true-ups. Production charged at net. Media charged at 13% commission.

All in-scope activity included except crisis management, which will be billed at the hourly rate of \$125. Production charged at net. Media charged at 13% commission.

Additional Pricing Notes:

- All outside charges (production, media, events, etc.) will be estimated in advance for approval.
- For Digital, website and apps development are considered as outside production charges and will be estimated and billed accordingly.
- For all production, unusual or complex tasks (e.g., high-end retouching, complex banner animation) will be estimated and billed at net
- Social media boosting (not advertising) will be estimated and billed at net
- Third-party listening, monitoring and clipping services will be estimated and billed at net
- Travel outside of South Florida will be estimated and billed at net

NON-DISCLOSURE AGREEMENT

This Agreement is by and between Beber Silverstein & Partners Advertising, Inc. (“Vendor”) and The District Board of Trustees of Broward College, Florida (“College”) (collectively, 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 and 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 any customer of 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 Educational Rights and Privacy Act (“FERPA”), Vendor shall maintain the confidentiality and security of that information as required by 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.

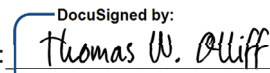
11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument 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 the event it is necessary for either Party to initiate legal action regarding the Agreement, venue for all claims shall be in Broward County, Florida.

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

Vendor:

The District Board of Trustees of Broward College,  
Florida

By:  \_\_\_\_\_  
DocuSigned by:  
D19C0546F6C6437...

By:  \_\_\_\_\_  
DocuSigned by:  
A1267F44E088457...

Printed Name: Jennifer Beber

Name: Thomas W. Olliff

Title: President

Title: SVP, Administrative Services

Date: 8/27/2018

Date: 7/27/2018

# Broward College Information Security Affidavit

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

DS  
JB

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 3<sup>rd</sup> 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

DS  
JB

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)

DS  
JB

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. Any breach to systems or information falling under these regulations must be reported to the College within 48 hours of detection.

- ◆ 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)

DS  
JB

4. My organization conducts background checks on all employees that may access sensitive data or systems belonging to the College. We understand that any 3rd party that we conduct business with are under the same obligation. 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

DocuSigned by:  
*Jennifer Beber*

Title President Date 8/27/2018