



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the amendment, extension and additional fiscal authority to the previously approved Gun Range Specialized Cleaning Service (ITB-2019-106-EH) contract with Best Technology Systems, Inc. to provide labor and materials for the specialized cleaning at the Institute of Public Safety (IPS) gun ranges. Fiscal Impact: Estimated \$70,000.00. Cumulative \$1,331,280.00.

Presenter(s): Deborah Czubkowski, VP Facilities Management

What is the purpose of this contract and why is it needed?

This is a request to approve the third amendment which will increase fiscal authority and provide an extension until December 31, 2024 for the contract (ITB-2019-106-EH) with Best Technology to continue providing required Gun Range Specialized Cleaning Service for the Broward College Institute of Public Safety (IPS) facilities. All remaining pricing, terms, and conditions in the Agreement remain the same. The request for the increase of fiscal authority for this contract is necessary to continue providing required Gun Range Cleaning Services to our facilities. This service includes cleaning services, the removal and recycling of empty brass bullet casing at the existing two gun shooting ranges located at Central Campus and the changing the lead contaminated filters on a monthly basis. The work performed by the vendor will meet all (SREF) State Requirements for Educational Facilities, applicable State of Florida Building Code and (NEC) National Electrical Code Requirements, maintains all (EPA) Environmental Protection Agency regulations, (FEMA) Federal Emergency Management rules and regulations required due to national disasters/emergencies, and the highest of industry standards. In accordance with Florida Statutes.

The new solicitation is already finalized (ITB-2024-103-OA - GUN RANGE SPECIALIZED CLEANING SERVICES) and the award recommendation and contract will be presented at the next BOT meeting. This extension will allow the College to maintain existing pricing throughout the rest of 2024. Additionally, the new contract, subject to final BOT approval, would start 01/01/2025 in order to align with the calendar year and the quarterly maintenance services schedule.

Contract Term: Extension from 10/24/2024 to 12/31/2024. All remaining terms and conditions in the Agreement remain the same.

Renewal(s): The contract had four additional 1-year renewal options through 10/23/2024 already executed.

What procurement process or bid waiver was used and why? The College procured this contract via a competitive solicitation process as the procurement method, with an Invitation To Bid - ITB-2019-106-EH, in accordance with FLDOE Rule 6A-14.0734(1)(b) and College Procedure 6AHx2-6.34.

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? Yes, funds are available in CC0179,FD105 GLC64500.

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? Not Applicable.

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

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

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

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

FISCAL IMPACT:


Description: Estimated \$70,000.00, Cumulative \$1,331,280.00 BU010, AG0184, FD601, PG000272 & BU010, CC0179, FD105, PG000109

10/08/24	CC0108 · Energy Management System Collegewide	(\$70,000.00)
	FY2024-2025	

APPROVAL PATH: 12541 Gun Range Specialized Cleaning Service (ITB-2019-106-EH) 3rd Amendment

 **Workflow**

 Edit View

 Add Work Item

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



AMENDMENT #3 TO THE GUN RANGE SPECIALIZED CLEANING SERVICE AGREEMENT

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

BEST TECHNOLOGY SYSTEMS, INC.
(hereafter referred to as Vendor),
a company,
who is located at
12024 S. Aero Drive, Plainfield, IL 60585

WHEREAS, the parties entered an Agreement for **GUN RANGE SPECIALIZED CLEANING SERVICE (ITB-2019-106-EH)** with an Effective Date of October 24, 2019, as amended (the “Agreement”);

WHEREAS, the parties seek to amend the Agreement to extend the Agreement; and

WHEREAS, the Agreement may be amended only when reduced to writing and signed by both parties.

NOW THEREFORE, the parties agree as follows:

1. **Extension of Term**. The Agreement is extended for the period from October 24, 2024, to December 31, 2024. The pricing set forth in Amendment #2 to the Agreement shall apply during this extension period.
2. **Authority**. Each person signing this Amendment on behalf of a 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. **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

BEST TECHNOLOGY SYSTEMS, INC.

By _____

Name _____

Title _____

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____



#2 AMENDMENT TO THE GUN RANGE SPECIALIZED CLEANING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this 16 day of April, 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

Best Technology Systems, Inc.
(hereafter referred to as Vendor),
a company,
who is located at
12024 South Aero Drive, Plainfield, IL 60585

WHEREAS, the parties entered an Agreement with an Effective Date of October 24, 2019;

WHEREAS, the parties desire to amend the Agreement; and

NOW and **THEREFORE**, the Gun Range Specialized Cleaning Services Agreement is amended as follows:

1. The contract is renewed and extended for the period October 24, 2023 to October 23, 2024.
2. For the renewal period, the pricing is hereby revised to increase to \$3,760 per visit for 6 visits for a total of \$22, 560.
3. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
4. **No further amendments**. All remaining terms in the Agreement remain the same.

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

FOR VENDOR

BEST TECHNOLOGY SYSTEMS, INC.

By 

Name Gary M. Chinn

Title President

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By DocuSigned by: 
6DD41D98CFDA4F4...

Name Donald Astrab

Title Interim President

BROWARD COLLEGE

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

March 26, 2024

BEST TECHNOLOGY SYSTEMS, INC.
12024 S Aero Drive
Plainfield, IL 60585

Attn: Gary Chinn, President
Email: mail@bstranges.com

Dear Mr. Chinn,

This letter shall serve to provide notice of Broward College's intent to exercise the fourth and final renewal option for an additional one year pursuant to the Broward College Contract **ITB-2019-106-EH** for **GUN RANGE SPECIALIZED CLEANING SERVICE**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same terms and conditions, with the inclusion of the attached Amendment 2 with revised pricing and additional services, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

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

CONTRACT PERIOD: October 24, 2023 through October 23, 2024

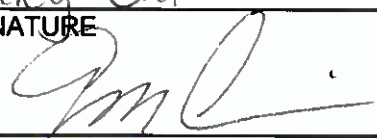
If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E80F1839349D...

Orlando Aponte
Associate Vice President, Procurement

TYPE/PRINT NAME	TITLE
Gary Chinn	President
SIGNATURE	DATE
	4-16-24

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

BROWARD COLLEGE

AMENDMENT #1 TO GUN RANGE SPECIALIZED CLEANING SERVICE AGREEMENT

THIS AMENDMENT is made and entered into as of this 9 day of Sept, 2022,
by and between

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

and

Best Technology Systems, Inc.
(hereafter referred to as Vendor),
a company,
who is located at
12024 S. Aero Drive, Plainfield, IL 60585

WHEREAS, the parties entered an Agreement with an Effective Date of October 24, 2019;

WHEREAS, the parties desire to amend the Agreement; and

NOW and THEREFORE, the Gun Range Specialized Cleaning Service ITB-2019-106-EH is amended as follows:

1. Exhibit A-1 is amended and the following pricing replaces the contract lot prices effective upon the next contract renewal/extension. Items H and I in contract Exhibit A-1 are unchanged.

Lot #1 - 12 visits at \$ 2,850.00 = \$34,200.00

Lot #5 - 12 visits at \$ 1,980.00 = \$23,760.00

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.

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

FOR VENDOR

BEST TECHNOLOGY SYSTEMS, INC.

By *Gm. Chin*

Name *Gary M. Chin*

Title *President*

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By ^{DocuSigned by:} *JOHN DUNNUCK*
718ED749A745435...

Name JOHN DUNNUCK

Title SVP Finance & Operations





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

September 9, 2022

BEST TECHNOLOGY SYSTEMS, INC.
12024 S Aero Drive
Plainfield, IL 60585

Attn: Gary Chinn, President
Email: mail@bstranges.com

Dear Mr. Chinn,

This letter shall serve to provide notice of Broward College's intent to exercise the third renewal option for an additional one year pursuant to the Broward College Contract **ITB-2019-106-EH** for **GUN RANGE SPECIALIZED CLEANING SERVICE**, for uninterrupted services for collegewide locations.

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

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 24, 2022 through October 23, 2023

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

Sincerely,

DocuSigned by:

A51171ADDF4482
Alan Hansen
Associate Vice President, Procurement & Risk Management

Cc: Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance
ITB-2019-106-EH File

TYPE/PRINT NAME Gary M. Chinn	TITLE President
SIGNATURE 	DATE 9-13-22

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





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

August 3, 2021

BEST TECHNOLOGY SYSTEMS, INC.
12024 S Aero Drive
Plainfield, IL 60585
Attn: Gary Chinn, President
Email: mail@bstranges.com

Dear Mr. Chinn,

This letter shall serve to provide notice of Broward College's intent to exercise the second renewal option for an additional one year pursuant to the Broward College Contract **ITB-2019-106-EH** for **GUN RANGE SPECIALIZED CLEANING SERVICE**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option, please acknowledge by signing and returning this document via email to oponte@broward.edu that your company will extend the same scope, terms, conditions, and pricing to the College as awarded in the contract referenced above with the inclusion of the attached federal required provisions as discussed below.

In late March 2020, the United States Congress acted to address the economic impact of the COVID-19 outbreak, passing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub. L. No. 116-136, 134 Stat. 281 (Mar. 27, 2020). Broward College anticipates it may need to fund this Agreement, in part or whole, with federal funds received through its CARES Act, Section 18001(b), Sec. 18004 Higher Education Emergency Relief Fund (HEERF) Award.

Applicable federal regulations require certain terms and conditions be included in contracts supported in whole or in part with federal funding, including CARES Act, HEERF funding.

The Parties agree to add the attached referenced attestation entitled "FEDERALLY FUNDED PROJECTS ADDENDUM (PUR-10)". All other terms and conditions of the agreement remain unchanged.

Pursuant to the terms and conditions of the solicitation and contract, it will be necessary that your company provides the College with a current Certificate of Insurance within ten (10) days of notification. The College shall be named as an additional insured under the General Liability policy. Please include contract number and title on the certificate.

BROWARD COLLEGE

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

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 24, 2021 through October 23, 2022

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

Sincerely,

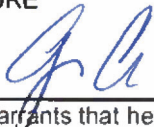
DocuSigned by:

Zaida Riollano

582218400C5A484

Zaida Riollano, CPPB
District Director, Strategic Sourcing, Procurement Services

Cc: Marcus Wilson, Interim Associate Vice President, Facilities Collegewide Maintenance
ITB-2019-106-EH File

TYPE/PRINT NAME Gary M. Chinn	TITLE President
SIGNATURE 	DATE 8/4/2021
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	



BEST TECHNOLOGY SYSTEMS

Quality Specialists in Bullet Trap
and Shooting Range Maintenance

August 17, 2022

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

Broward College
Procurement Office
6400 NW 6th Way
Fort Lauderdale FL, 33309

Dear Orlando Aponte:

Due to the rising cost of fuel, airline tickets and labor prices and per our contract page 9, section 3.19 we are writing to inform you of a necessary price increase of 3%. The total increase amount would be a total of \$5,400.00 of the current contract. The price increase will take effect upon approval. Below is a breakdown of the increase for services.

New Cost

Lot #1 - 12 visits at \$ 2,850.00 = \$34,200.00
Lot #5 - 12 visits at \$ 1,980.00 = \$23,760.00

Old Cost

Lot #1 - 12 visits at \$ 2,610.00 = \$31,320.00
Lot #5 - 12 visits at \$ 1,770.00 = \$21,240.00

Please let me know if you have any questions or concerns.

Regards,


Gary M. Chinn
President

BROWARD COLLEGE

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

July 24, 2020

Gary M. Chin, President
Best Technology Systems, Inc.
12024 S. Aero Drive
Plainfield, IL 60585
Cc Sandi Fonseca

email: mail@bstranges.com

Dear Mr. Chin:

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional twelve (12) months pursuant to Broward College **Gun Range Specialized Cleaning Service**, contract **ITB-2019-106-EH**, for uninterrupted services for college-wide locations.

Therefore, let this act as notice, and if agreeable to the twelve (12) month renewal at the same pricing, terms and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330 or email as a PDF to ehunt@broward.edu.


It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the satisfactory service and hope our association continues in the same manner for both parties.

CONTRACT PERIOD: October 24, 2020 through October 23, 2021

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at (954) 201-5317.

Sincerely,

DocuSigned by:

582218400C5A484

Zaida Riollano, CPPB
District Director, Strategic Sourcing

Cc: Sean Devaney, AVP, Collegewide Maintenance
Yohannes Asgedom, Manager, Energy Management Systems
ITB-2019-163-EH File

TYPED/PRINTED NAME: Gary M. Chinn

SIGNATURE: 

DATE: 7-24-20



CONTRACT FOR SERVICES
TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of August 6 2019 between the District Board of Trustees of Broward College, Florida ("College") and Best Technology Systems, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until 1 yr after execution if no renewals ("Contract").

1. INVOICES AND PAYMENTS.

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

2. INDEMNIFICATION.

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

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

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

4. TERMINATION FOR DEFAULT.

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

5. TERMINATION FOR CONVENIENCE.

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

6. AUDIT.

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

7. NONDISCRIMINATION.

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

8. PUBLIC ENTITY CRIMES/SDN LIST.

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

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

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

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

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

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

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

10. NO WAIVER OF SOVEREIGN IMMUNITY.

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

11. COLLEGE'S TAX EXEMPTION.

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

12. ASSIGNMENT/GUARANTOR.

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

13. FORCE MAJEURE.

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

14. AMENDMENTS.

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

15. ENTIRE AGREEMENT.

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

16. COMPLIANCE.

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

17. APPLICABLE LAW/VENUE.

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

18. VENDOR NOT TO LIMIT WARRANTY.

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

19. TERMS/PROVISIONS.

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

20. STATEMENT OF SERVICES.

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

21. COMPENSATION/CONSIDERATION.

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

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$2,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$2,000,000 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.

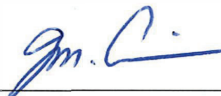

33. ADDITIONAL TERMS AND CONDITIONS.

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>Best Technology Systems, Inc.</u>	Tax ID No.	<u>36-3915565</u>
Authorized Representative	<u>Gary M. Chinn</u>	Title	<u>President</u>
Address	<u>12024 S Aero Drive Plainfield IL 60585</u>	Telephone	<u>815-254-9554</u>
Signature of Vendor		Date	<u>8-6-19</u>
Attested By Name (type)	<u>Sandra L Fonseca</u>	Title	<u>Admin Asst</u>
Signature of Attester		Date Signed	<u>8/6/2019</u>

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

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"

The College requires services including, but not limited to, furnishing all labor, tools, disposal, equipment, parts, supplies and materials necessary to provide specialized cleaning and maintain Gun Ranges (shooting range(s)) in the highest quality condition throughout the year in accordance with all safety procedures, OSHA and EPA regulations and as may be further outlined in this Contract. Services include periodic estimated service periods for preventative and maintenance of shooting ranges and bullet traps, lead abatement, and hazardous waste transportation and disposal. Currently, gun ranges are located at the Central Campus Building 21 and Building 22 in Broward County, Davie, Florida. All work shall comply with OSHA requirements including those related to lead exposure.

The College will issue Purchase Orders to authorize the services. No work is authorized prior to receipt of the Purchase Order.

Work requirements, services to be provided and other terms are captured in the College's solicitation documents which are incorporated herein. The Vendor's pricing from their ITB response is attached hereto and entitled Exhibit A-1 Pricing Gun Range Specialized Cleaning Service.

In the event of a conflict between the documents, the order of priority shall be as follows:

- 1) Contract (which shall also include pollution insurance coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate as stated in the ITB).
- 2) Amendments to the ITB, if any, with the latest taking precedence and chronologically thereafter
- 3) ITB

**EXHIBIT A-1
PRICING
GUN RANGE SPECIALIZED CLEANING SERVICE**

Item #	Description of Item	Unit of Measure	Unit Price
	Building 21		
A	Lot #1 Services (estimated Monthly Services at Bldg. 21) (Section 4.3.1)	each	\$2,610.00
B	Lot #2 Services (estimated Six Times Per Year Services at Bldg. 21) (Section 4.3.2)	each	\$5,485.00
C	Lot #3 Services (estimated Semi-Annual Services at Bldg. 21, estimated to be done semi-annually with option for a third service) (Section 4.3.3)	each	\$15,125.00
D	Lot #4 Services (Range Abatement, Recycle and Basic Cleaning at Bldg. 21)	each	\$14,800.00
	Building 22		
E	Lot #5 Services (estimated Monthly Services at Bldg. 22) (Section 4.4.1)	each	\$1,770.00
F	Lot #6 Services (estimated Six Times Per Year Services at Bldg. 22) (Section 4.4.2)	each	\$3,650.00
G	Lot #7 Services (estimated Semi-Annual Services at Bldg. 22, estimated to be done semi-annually with option for a third service) (Section 4.4.3)	each	\$6,475.00
	Items below apply to all ranges in all buildings		
H	Miscellaneous Service (Insert \$100.00 for a not to exceed amount for service/item that are not included in Lot #1 through Lot #7.) (Actual amount invoiced shall be a good faith price and will vary based on which service or item is provided, however, amount for each service/item shall not exceed \$100.00 for each service/item. Broward College reserves the right to negotiate price for each service/item proposed under this category of Miscellaneous Service.)	each	\$100.00
I	Service Call/Mobilization Charge (It is estimated that services will be provided monthly - twelve times per year. The combination of the above service lots to be provided at each service call will vary and are to be determined and approved by the Broward College authorized representative prior to vendor's staff performing services.)	each	\$1.00



BEST TECHNOLOGY SYSTEMS

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and Shooting Range Maintenance
July 21, 2021



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Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

Aldrin Divinagracia-Lake
3501 Davie Road
Davie, FL 33314

RE: Cost Breakdown
BTL 21055 – Broward College, FL

Dear Aldrin Divinagracia-Lake:

Below is the breakdown for of our job pricing.

Building 21

Lot #1 Services
(estimated Monthly Services at Building 21)
Monthly Clean: \$2,095.00
Pre-Filters: \$335.00
Labor/Disposal: \$180.00
Total: \$2,610.00

Lot #2 Services
(estimated Six Times Per Year Services at Building 21)
Secondary Filters: \$2,965.00
Labor/Disposal: \$2,520.00
Total: \$5,485.00

Lot #3 Services
(estimated Semi-Annual Services at Building 21)
Semi Annual Clean- \$3,955.00
HEPA Filters: \$8,570.00
Labor: \$2,600.00
Total: \$15,125.00

Lot #4 Services
(Range Abatement, Recycle and Basic Cleaning at Building 21)
Labor/Disposal: \$7,100.00
Travel: \$4,830.00
Materials: \$2,800.00
Air Sampling: \$70.00
Total: \$14,800.00

Building 22

Lot #5 Services
(estimated Monthly Services at Building 22)
Monthly Clean: \$1,340.00
Pre-Filters: \$230.00
Labor: \$200.00
Total: \$1,770.00



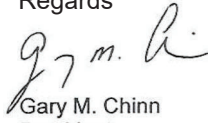
Lot #6 Services
(estimated Six Times Per Year Services at Building 22)
Secondary Filters: \$2,175.00
Labor/Disposal: \$1,475.00
Total: \$3,650.00

Lot #7 Services
(estimated Semi-Annual Services at Building 22)
Semi Annual Clean: \$1,375.00
HEPA Filters: \$3,740.00
Labor: \$1,360.00
Total: \$6,475.00

Lot #8 Services
(as needed at Building 22)
DCU Buckets/Auger Drum
Labor: \$525.00
Materials: \$100.00
Total: \$625.00

If you have any questions or concerns, please feel free to call me.

Regards



Gary M. Chinn
President

GMC/sf

