



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract award for Audiovisual and Communication Installation Services (RFP-2023-138-TP) to AVI-SPL LLC, Bluum USA, Inc., High End Audio Visual, Inc., Innovate Audio Visual, Inc., One Diversified LLC dba Diversified, Solotech Sales & Integration USA, Inc., Visionworx LLC dba CCS Presentation Systems, and Smiley's Audio Visual, Inc. Fiscal Impact: \$6,000,000.00, spent over three years.

Presenter(s): Raj Mettai, Chief Information Officer

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space.

The purpose of this Request for Proposals (RFP) is to identify multiple companies to provide audio visual equipment and/or installation services to the College. The objective of this contract is to purchase audio visual products, equipment, supplies, and installation services as specified in this solicitation and divided into the following two (2) groups. Proposers may respond to either or both Groups.

1. Group 1-Audiovisual Products, Supplies and Accessories

- The College has identified a short list of Key Manufacturers to be competitively priced.
- Vendor may offer "Optional Manufacturers" products, with included % off List for "other" non-key lines. Full manufacturer's warranty must be included with all items proposed.

2. Group 2-Installation Services

- Full-Service AV System Integration- The vendor must have the ability to provide all AV-related services required to satisfy the scope of work for the said project. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.
- Supplemental/Contractual (Labor Only)- The vendor must provide hourly rate for an "AV Installation Technician". The Technician(s) will work on-site, under the direct supervision of the College's AV team.

The College's Negotiation Team considered award recommendation, and recommended contract award as follows:

For Group 1: Audiovisual Products, Supplies and Accessories and Group 2: Installation Services

1. AVI-SPL LLC
2. Bluum USA, Inc.
3. High End Audio Visual, Inc.
4. Innovate Audio Visual, Inc.
5. One Diversified LLC dba Diversified
6. Solotech Sales & Integration USA, Inc.
7. Visionworx LLC dba CCS Presentation Systems

For Group 1: Audiovisual Products, Supplies and Accessories (only)

1. Smiley's Audio Visual, Inc.

The term of the contract is three years and may, by mutual agreement between the College and the Vendors, upon final College approval, be renewed for three (3) additional one-year periods.

The College is requesting \$6,000,000.00 in fiscal authority for the initial term of the contract (three years). Expenditures will be on an-as needed basis.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.

The College procured these services through a competitive solicitation process in FY2025 via RFP-2023-138-TP - Audiovisual Communications and Installation Services. The Request for Proposals (RFP) provided the College the ability to solicit goods and services from multiple vendors and select the most qualified vendor who met the specified requirements outlined on the solicitation with the best value proposition for the College.

3. Describe business rationale for the purchase and how it was procured.

What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated.

This audiovisual communications and installation services contract with multiple vendors can yield positive ROI through cost savings, efficiency gains, and effective utilization of resources. For example, the competitive pricing and negotiated discounts offered by vendors can lead to cost savings. The ability to tailor orders and choose from a wide selection of services enhances flexibility. Additionally, re-competed contracts reduce procurement lead time and clear pricing and compliance with regulations ensure transparency.

- a. **How does the purchase support the Strategic Business Plan.** This is not applicable.
- b. **If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation.** This is not applicable.

If a competitive solicitation process was conducted by the College, describe the process.

On July 11, 2024, Broward College released the Request for Proposals RFP-2023-138-TP- Audiovisual Communications and Installation Services with the intent to receive proposals from qualified providers to provide the College with all materials, equipment, labor, tools, scaffolds, and incidentals for Audiovisual Communications and Installation Services.

Notices were sent to 1,652 prospective vendors using DemandStar and My Florida MarketPlace. The College received sixteen (16) responsive proposals. The Evaluation Committee reviewed and ranked the proposals according to the evaluation criteria outlined on the solicitation document and selected eight (8) vendors. The Evaluation Committee decided to forego Phase II- Interviews and Presentations and proceed directly to Phase III-Contract Negotiations. Upon conducting negotiations with the proposers, the College's Negotiation Team considered award recommendation, and recommended contract award to the eight (8) vendors.

4. 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.

This Executive Summary is approved by:

Raj Mettai
Chief Information Officer

APPROVAL PATH: CS 139 Audiovisual Communications and Installation Services (RFP-2023-138-TP)

Ronaine Jones	11/6/2024
Ronaine Jones	11/6/2024
Alina Gonzalez	11/6/2024
Ronaine Jones	11/15/2024
Raj Mettai	11/15/2024
Raj Mettai	11/12/2024
Donald Astrab	11/12/2024
Natalia Triana-Aristizabal	11/15/2024
Orlando Aponte	11/18/2024
Christine Sims	11/18/2024
Rabia Azhar	11/19/2024
Kristina Raalfama	11/19/2024
Elizabeth Beavin	12/2/2024

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”) _____ and AVI-SPL, LLC (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ N/A
3. General Aggregate \$ 2,000,000
4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 300,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ N/A

E. Cyber Liability \$ 1,000,000

F. Pollution Liability

1. Per Occurrence \$ N/A
2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its Executive Vice President (currently Steve Benjamin) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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”

Vendor: AVI-SPL LLC

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor’s response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION
SERVICES
EXHIBIT A-1 PRICING**

<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	<u>AVI-SPL</u>
PRICE PERCENTAGE DISCOUNT		
Group 1 - Key Manufacturers		
1	Biamp	35%
2	Brighsing	15%
3	Cables 2 Go	35%
4	Catchbox	10%
5	Chief	25%
6	Crestron	38% (excluding 1 Beyond & Netgear weitches) 25% Creston Netgear Switches 10% Creston 1 Beyond
7	Draper	20%
8	Luxul	20%
9	Middle Atlantic	30%
10	Netgear	15%
11	Planar	20% (Excludes large LCD displays) 10% Plannar large LCD displays
12	QSC	35%
13	Shure	35%
14	SMART	30%
15	Sony	30%
16	Spectrum Industries	40%
17	Vaddio	10%

Note:

Vendor is committed to advocating on College's behalf and passing those savings onto the College. The listed discounts off of MSRP are the minimum amount that will be provided, and Vendor will work to propose deeper discounting when possible on a project basis.

When new products or product lines are introduced to the market, Vendor will provide a minimum of 8% off of MSRP but will work to establish deeper discounting on behalf of College when possible.

All pricing is not inclusive of shipping costs, however, Vendor will advocate on behalf of the College, and if any shipping costs are incurred, they will be passed directly through to the College without additional fees.

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	<u>AVI-SPL</u>
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	8% (all other products lines minimum discount)
2	22 Miles	10%
3	Da-Lite	25%
4	Primeview	30%
5	T1V	15%
<p>Note: Vendor is committed to advocating on College's behalf and passing those savings onto the College. The listed discounts off of MSRP are the minimum amount that will be provided, and Vendor will work to propose deeper discounting when possible on a project basis.</p> <p>When new products or product lines are introduced to the market, Vendor will provide a minimum of 8% off of MSRP but will work to establish deeper discounting on behalf of College when possible.</p> <p>All pricing is not inclusive of shipping costs, however, Vendor will advocate on behalf of the College, and if any shipping costs are incurred, they will be passed directly through to the College without additional fees.</p>		

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES EXHIBIT A-1 PRICING			AVI-SPL	
ITEM	Description	GROUP 2A - INSTALLATION SERVICES	Standard Business Hours Rate	Non Standard Business Hours Rate
Full-Service AV System Integration				
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commissioning.	\$90.00	\$120.00
2	Houly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$100.00	\$100.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$100.00	\$100.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$100.00	\$100.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$90.00	\$90.00
GROUP 2B - INSTALLATION SERVICES				
	Description	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$90.00	\$120.00

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): AVI-SPL LLC

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access without the

express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

AVI-SPL LLC

Contractor Name (Print)

[Click or tap here to enter text.](#)

Authorized Representative
(Print)

Signature

Date

EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Vendor: AVI-SPL

SECTION 1. INVOICES AND PAYMENTS.

Delete SECTION 1 in its entirety and replace with:

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended (for time and materials engagements), and description of the deliverable) shall be sent to the attention of Daniel Rioseco drioseco@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. Vendor may bill monthly in arrears for work performed and product delivered on any PO/SOW in excess of \$75,000.00.

SECTION 5. TERMINATION FOR CONVIENCE.

Delete SECTION 5 in its entirety and replace with:

5. TERMINATION FOR CONVIENCE.

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" plus reimbursement at cost for any third party cancellation\restocking fees that cannot be reasonably mitigated. 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.

SECTION 18. VENDOR NOT TO LIMIT WARRANTY.

Delete SECTION 18 in its entirety and replace with:

18. VENDOR NOT TO LIMIT WARRANTY.

Add Paragraph: Unless otherwise specified in the applicable PO\Statement of Work (SOW), for a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, treated on a depot service basis, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein.

SECTION 22. INSURANCE.

Delete SECTION 22 in its entirety and replace with:

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 the following:

- Commercial General Liability
- Each Occurrence \$ 1,000,000
- Personal & Advertising Injury \$ 1,000,000
- General Aggregate \$ 3,000,000
- Products-Completed Operations \$3,000,000 Policy must contain contractual liability coverage.
- Automobile Liability \$ 1,000,000
- Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- Excess Liability \$10,000,000
- Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- Professional Liability Per Occurrence \$ 10,000,000
- General Aggregate \$ 10,000,000

- Cyber Liability \$ 10,000,000

- Pollution Liability N/A

BC APPROVED

By: _____ Date: _____

VENDOR APPROVED

By: _____ Date: _____

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”) _____ and Bluum USA, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ N/A
 - 3. General Aggregate \$ 2,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

- B. Automobile Liability \$ 300,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ N/A

- E. Cyber Liability \$ 1,000,000

- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its Account Executive (currently Yandy Viera) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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”

Vendor: Bluum USA, Inc.

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor’s response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	<u>Bluum USA</u>
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 Key Manufacturers		
1	Biamp	30%
2	Brighsing	20%
3	Cables 2 Go	37%
4	Catchbox	25%
5	Chief	30%
6	Crestron	45%
7	Draper	30%
8	Luxul	25%
9	Middle Atlantic	38% off of Racks 36% off Rack Acces 35% off Connectrac
10	Netgear	20%
11	Planar	25%
12	QSC	32% * Confirmed, this discount includes all QSC, Pro Audio, and Q-SYS equipment.
13	Shure	32%
14	SMART	35% - GX Series 35% - MX Pro Series 30% - QX Pro Series 30% - Mobile Stand 20% Mounts & Accesories
15	Sony	20%
16	Spectrum Industries	50%
17	Vaddio	20% all parts excluding mounts 25% Camera Mounts

Note:

*The above discounts do not include freight/shipping costs. Vendor promises to pass through any FREE or DISCOUNTED freight to the College provided by these manufacturers.

**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION
SERVICES
EXHIBIT A-1 PRICING**

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	Bluum USA
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	5%
2	Da-Lite	24%
3	Newline	36%

<u>RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES</u> <u>EXHIBIT A-1 PRICING</u>			Bluum USA	
<u>ITEM</u>	<u>Description</u>	<u>GROUP 2A - INSTALLATION SERVICES</u>	<u>Standard Business Hours Rate</u>	<u>Non Standard Business Hours Rate</u>
		Full-Service AV System Integration		
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commisioning.	\$75.00	\$112.50
2	Houly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$110.00	\$130.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$110.00	\$130.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$110.00	\$130.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$65.00	\$97.50
		GROUP 2B - INSTALLATION SERVICES		
	<u>Description</u>	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$75.00	\$112.50

Contractor Policy Code Acknowledgement
Exhibit "B"

Name (Please Print): Bluum USA, Inc.

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Bluum USA, Inc.
Contractor Name (Print)

Click or tap here to enter text.
Authorized Representative (Print)

Signature

Date

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”)_____ and Visionworx LLC dba CCS Presentation Systems (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ N/A
 - 3. General Aggregate \$ 2,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

- B. Automobile Liability \$ 300,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A

- E. Cyber Liability \$ N/A

- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its CEO (currently John Doster) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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"

Vendor: Visionworx LLC dba CCS Presentation Systems

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor's response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION
SERVICES
EXHIBIT A-1 PRICING**

ITEM	GROUP 1 - AV PRODUCTS	CCS Presentation Systems
PRICE PERCENTAGE DISCOUNT		
Group 1 Key Manufacturers		
1	Biamp	18%
2	Brighthing	12%
3	Cables 2 Go	10%
4	Catchbox	8%
5	Chief	18%
6	Crestron	30%
7	Draper	10%
8	Luxul	10%
9	Middle Atlantic	20%
10	Netgear	7%
11	Planar	8%
12	QSC	12%
13	Shure	18%
14	SMART	10%
15	Sony	12%
16	Spectrum Industries	16%
17	Vaddio	11%
Note: Shipping costs of 2.5% of the total cost will be added to all items, except Crestron, which will be 1% of the total cost.		

**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION
SERVICES
EXHIBIT A-1 PRICING**

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	CCS Presentation Systems
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	5%
2	AMX	22%
3	Bose	20%
4	ClearTouch	14%
5	Da-Lite	16%
6	EPSON	35%
7	Extron	20%
8	JBL	18%
9	LG	13%
10	Logitech	10%
11	Newline	12%
12	Samsung	18%
13	Sharp	15%
14	Spectrum	15%
15	Vaddio	10%
16	Viewsonic	10%

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES EXHIBIT A-1 PRICING			CCS Presentation Systems	
ITEM	Description	GROUP 2A - INSTALLATION SERVICES	Standard Business Hours Rate	Non Standard Business Hours Rate
		Full-Service AV System Integration		
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commissioning.	\$80.00	\$120.00
2	Hourly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$85.00	\$125.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$90.00	\$135.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$85.00	\$125.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$80.00	\$120.00
		GROUP 2B - INSTALLATION SERVICES		
	Description	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$65.00	\$110.00

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): Visionworx LLC dba CCS Presentation Systems

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Visionworx LLC dba CCS
Presentation Systems

Contractor Name (Print)

Click or tap here to enter text.

Authorized Representative (Print)

Signature

Date

EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Vendor: CCS Presentation Systems

SECTION 22. INSURANCE.

Delete SECTION 22 in its entirety and replace with:

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 the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ N/A
 - 3. General Aggregate \$ 2,000,000
 - 4. Products-Completed Operations \$ 2,000,000Policy must contain contractual liability coverage.
- B. Automobile Liability \$ 300,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability Per Occurrence \$ N/A
General Aggregate \$ N/A
- E. Cyber Liability \$ N/A
- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractor 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.

BC APPROVED

By: _____ Date: _____

VENDOR APPROVED

By: _____ Date: _____

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”)_____ and One Diversified LLC dba Diversified (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ N/A
3. General Aggregate \$ 2,000,000
4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 300,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ N/A

E. Cyber Liability \$ 1,000,000

F. Pollution Liability

1. Per Occurrence \$ N/A
2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its Senior Vice President, (currently Greg Gresh) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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"

Vendor: One Diversified LLC dba Diversified

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor's response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	Diversified
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 Key Manufacturers		
1	Biamp	42.5% - Electronics - (includes freight) 41% - Speakers (includes freight) 43% - Electronics (freight will be added) 43% Speakers (freight will be added) EVOKO - (see optional products)
2	Brighsing	22% Electronics (includes freight) 23% Electronics (freight will be added) 0% Accessories/Services
3	Cables 2 Go	39% All Products (includes freight)
4	Catchbox	22% All Products (includes freight)
5	Chief	27.2% All Products (includes freight) 32% All Products (freight will be added)
6	Crestron	59% Ultimate and Reference Speakers (includes freight) 44% Other Products (includes freight) 1-Beyond/Camera/NetworkSwitch (see optional page) 28% Creston Network Switches
7	Draper	27.2% All Products (includes freight costs) 38% off All Products (Freight will be added)
8	Luxul	29.8% All Products (includes freight) 31% All Products (freight will be added)
9	Middle Atlantic	36.2% Racks (includes freight) 43% Racks (Freight will be added) 38% Forum Lecterns (includes freight) 43.5% Forum Lecterns (Freight will be added) 33.9% Accessories (includes freight) 43% Accessories (Freight will be added)
10	Netgear	29% M4300 Series Switches (includes freight) 42% M4250 Series Switches (includes freight) Accessories/Software/Licenses - (see options)

ITEM	GROUP 1 - AV PRODUCTS	Diversified
PRICE PERCENTAGE DISCOUNT		
11	Planar	20% off-MSRP: AIO (All-in-One) 109", 122", 136", 163" 22% off-MSRP: Complete(s) 16:9, 21:9 & 32:9 for LED & LCD 24% off-MSRP: Configurable LED/LCD design/build 11% off-MSRP: Large Flat Displays – LCD displays & desktops All prices include freight
12	QSC	All Products - 32.8% (includes freight)
13	Shure	44% MX Series Wired Microhones/P300 31.6% Wireless Systems 10% Parts/Accessories 35% Ecosystems Bundles with MXA920 40.6% Ecosystem Bundles with MXA310, MXA710 24.9% MXA Standalone Microphones All Prices Includes Freight
14	SMART	26% Higher Education Touchscreen Boards - (Included freight) 32% Higher Education Touchscreen Boards (freight will be added) 0% Accessories/Software (Includes freight)
15	Sony	28% 24/7 Pro Displays (Includes freight) 31% 24/7 Pro Displays (freight will be added) 48% Projectors VPLFHZ/PHZ (included freight) 49.5% Projectors VPLFHZ/PHZ (freight will be added) 25.2% PTZ Cameras (Includes freight) 9% Software, Accessories, Analytics Devices (Includes freight) 16/7 rated/consumer displays - +2% over MSRP (Includes freight) 16/7 rated/consumer displays - 1% discount off MSRP (freight will be added)
16	Spectrum Industries	All Products - 45% (includes freight)
17	Vaddio	16% Cameras (includes freight) 19% Cameras (freight will be added) 27.2% Mounts (includes freight)

<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	Diversified
<u>PRICE PERCENTAGE DISCOUNT</u>		
<p>Note: Each of the items listed specifies whether the product includes freight charges or the freight will be added by the Vendor. The only products not specifically including freight charges in the price list are spelled out on the form or are product manufacturers that Vendor has not yet identified. *Other AV products (Typical) negotiated as required. Most products will qualify for a larger discount. Some products (including but not limited to consumer products) are not available at this discount.</p>		

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	Diversified
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	* 10% (Freight is not included)
2	1-Beyond	10.4%
3	Atlona	38%
4	Belden CAT6A Bulk Cable (10GX53F)	50.8%
5	Belden Speaker Wire Bulk (5100UP)	48.5%
6	Biamp EVOKO Products	30%
7	ClearOne	10%
8	Connetract AV Products	32.8%
9	Da-Lite	26.1% (includes freight) 30% (freight will be added)
10	Kramer Collaboration, Via, Services Sierra	18.8%
11	Kramer not included above	25%
12	Kramer PanaRhei, Software, UC	13%
13	Netgear Accessories and Licenses	32%

Note:

*10% Freight not included.

This list includes prices where Vendor will pay the freight charges with two exceptions. The first exception is Da-Lite has two prices listed, one where Vendor will pay freight and a second price where College will pay the freight. The second exception is on "Other AV products" where Vendor will bill the freight charges to College. The "Other AV products" category will be negotiated as required and can include or exclude Vendor paying for the freight. Other AV products (Typical) negotiated as required. Most products will qualify for a larger discount. Some products (including but not limited to consumer products) are not available at this discount.

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES EXHIBIT A-1 PRICING			Diversified	
ITEM	Description	GROUP 2A - INSTALLATION SERVICES	Standard Business Hours Rate	Non Standard Business Hours Rate
Full-Service AV System Integration				
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commissioning.	\$96.00	\$132.00
2	Hourly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$138.00	\$207.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$138.00	\$207.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$128.00	\$192.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$95.00	\$142.50
GROUP 2B - INSTALLATION SERVICES				
	Description	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$83.00	\$124.50

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): One Diversified LLC dba Diversified

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

One Diversified LLC dba

Diversified

Contractor Name (Print)

Click or tap here to enter text.

Authorized Representative (Print)

Signature

Date

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”), _____ and High End Audio Visual, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ N/A
3. General Aggregate \$ 2,000,000
4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 300,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ N/A

E. Cyber Liability \$ 1,000,000

F. Pollution Liability

1. Per Occurrence \$ N/A
2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its President (currently Jorge Jimenez) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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”

Vendor: High end Audio Visual, Inc.

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor’s response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	High End Audio Visual
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 Key Manufacturers		
1	Biamp	10%
2	Brighsing	5%
3	Cables 2 Go	5%
4	Catchbox	5%
5	Chief	5%
6	Crestron	10%
7	Draper	5%
8	Luxul	5%
9	Middle Atlantic	5%
10	Netgear	5%
11	Planar	5%
12	QSC	8%
13	Shure	5%
14	SMART	5%
15	Sony	5%
16	Spectrum Industries	5%
17	Vaddio	5%

Note:

Shipping costs are included in the price for all manufacturers on the list.

**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND
INSTALLATION SERVICES
EXHIBIT A-1 PRICING**

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	High End Audio Visual
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	No Bid
2	Atlas Sound	10%
3	AVFI	10%
4	Extron	10%
5	LG	5%

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES EXHIBIT A-1 PRICING			High End Audio Visual	
ITEM	Description	GROUP 2A - INSTALLATION SERVICES	Standard Business Hours Rate	Non Standard Business Hours Rate
		Full-Service AV System Integration		
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commissioning.	\$65.00	\$90.00
2	Hourly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$80.00	\$80.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$75.00	\$75.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$80.00	\$80.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$45.00	\$45.00
		GROUP 2B - INSTALLATION SERVICES		
	Description	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$55.00	\$75.00

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): High End Audio Visual, Inc.

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

High End Audio Visual, Inc.

Contractor Name (Print)

Click or tap here to enter text.

Authorized Representative (Print)

Signature

Date

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”)_____ and Innovate Audio Visual, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ N/A
 - 3. General Aggregate \$ 2,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

- B. Automobile Liability \$ 300,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ N/A

- E. Cyber Liability \$ 1,000,000

- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its President (currently J.C. Laucirica) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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”

Vendor: Innovate Audio Visual, Inc.

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor’s response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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<u>RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES</u>		
<u>EXHIBIT A-1 PRICING</u>		
<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	Innovate Audio Visual
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 Key Manufacturers		
1	Biamp	15%
2	Brighsing	5%
3	Cables 2 Go	25%
4	Catchbox	0%
5	Chief	25%
6	Crestron	40% Standard Equipment with minimum order 7% 1Beyond 20% Crestron Netgear * see note
7	Draper	35%
8	Luxul	25%
9	Middle Atlantic	40%
10	Netgear	30%
11	Planar	10%
12	QSC	20%
13	Shure	15%
14	SMART	10%
15	Sony	10%
16	Spectrum Industries	30%
17	Vaddio	10%
<p>Note: Crestron free shipping included with a minimum order of \$17,500, if minimum is not met, the discount on standard equipment is 35%</p> <p>ALL SHIPPING DOES NOT INCLUDE INSIDE DELIVERY, LIFT GATES, OR OTHER SHIPPING ACCESSORIES</p>		

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	Innovate Audio Visual
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	0%
2	Belden	0%
3	BenQ	30%
4	BlueSquare	15%
5	Bosch	20%
6	Bose Pro	30%
7	Christie Digital	20%
8	Cisco AV Switches	20%
9	ClearOne	5%
10	Contemporary Research	15%
11	Crown Audio	35%
12	CyberPower	0%
13	Da-Lite	25%
14	DAS Audio	30%
15	EPSON	5%
16	Ergotron	10%
17	Extron	25%
18	FSR	8%

19	Harman	10%
20	Huddly	9%
21	Jabra	0%
22	JBL	20%
23	Kramer	30%
24	LEA	35%
25	LG Electronic	15%
26	Liberty AV	35%
27	Listen	25%
28	Logitech	0%
29	Magewell	5%
30	Marshall Electronics	15%
31	Millers Millworks	30%
32	Newline	30%
33	Panasonic	10%
34	Powersoft	15%
35	Primeview	20%
36	RDL	10%
37	RGB Spectrum	5%
38	Roland	0%
39	Salamander Furniture	10%
40	Samsung	10%
41	Sennheiser	15%
42	Sharp / NEC	10%

43	Sonance	15%
44	Sound Control	10%
45	Soundtube	15%
46	Sunbrite	5%
47	Tascam	10%
48	TOA Audio	15%
49	Tripplite	20%
50	Viewsonic	15%
51	Vigillink	20%
52	Windy City Wire	15%
53	Wiremold	15%
54	Wolfvision	10%
55	Yamaha	5%
56	Yealink	5%
57	Zoom	0%
58	Zvee	10%

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES EXHIBIT A-1 PRICING			Innovate Audio Visual	
ITEM	Description	GROUP 2A - INSTALLATION SERVICES	Standard Business Hours Rate	Non Standard Business Hours Rate
		Full-Service AV System Integration		
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commisioning.	\$95.00	\$140.00
2	Houly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$105.00	\$135.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$100.00	\$130.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$100.00	\$135.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$100.00	\$130.00
		GROUP 2B - INSTALLATION SERVICES		
	Description	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$95.00	\$140.00

Contractor Policy Code Acknowledgement
Exhibit "B"

Name (Please Print): Innovate Audio Visual, Inc

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Innovate Audio Visual, Inc

Contractor Name (Print)

Click or tap here to enter text.

Authorized Representative (Print)

Signature

Date

EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Vendor: Innovate Audio Visual, Inc.

SECTION 2. INDEMNIFICATION.

Delete SECTION 2 in its entirety and replace with:

SECTION 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 gross negligence, 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.

SECTION 32. STOP WORK ORDER.

Delete SECTION 32 in its entirety and replace with:

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. The Vendor has the right to invoice the College for previously approved work performed and product installed and/or ordered to this point.

BC APPROVED

By: _____ Date: _____

VENDOR APPROVED

By: _____ Date: _____

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”), _____ and Smiley's Audio Visual, Inc (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ N/A
3. General Aggregate \$ 2,000,000
4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 300,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ N/A

E. Cyber Liability \$ 1,000,000

F. Pollution Liability

1. Per Occurrence \$ N/A
2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its President (currently Cathy Smiley) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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”

Vendor: Smiley’s Audio Visual, Inc.

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor’s response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

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

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials and equipment for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

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**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING**

ITEM	GROUP 1 - AV PRODUCTS	Smiley's Audio Visual
PRICE PERCENTAGE DISCOUNT		
Group 1 Key Manufacturers		
1	Biamp	46%
2	Brighthing	11%
3	Cables 2 Go	43%
4	Catchbox	21.8%
5	Chief	34%
6	Crestron	50% MOST CRESTRON PRODUCTS 34% Crestron Netgear Switches 17% Crestron 1Beyond 19% Crestron CEN-SW-POE-26
7	Draper	44% off Draper Screens and Lifts
8	Luxul	28%
9	Middle Atlantic	15.00% Excludes Lund Halsey
10	Netgear	31%
11	Planar	15% Excludes Desktop monitors, mounts, and MGP163, UHD 164, DHD 198, UHD 219
12	QSC	33%
13	Shure	32% Excludes Accessories and Huddly
14	SMART	42% MX Series 45% GX Series 36% QX Series Excludes RX Series
15	Sony	52% Projectors Excludes VPLGTZ380/P 30% Sony Displays Excludes FW43EZ20L, FW50EZ20L, FW55EZ20L, FW65EZ20L, FW75EZ20L, FW85EZ20L Excludes PTZ Cameras, accessories and Crystal LED.
16	Spectrum Industries	30%
17	Vaddio	23% W/ WARR-02 FREE ADDED 2 YR WARR 34% Vaddio Camera Mounts - W/WARR-02 FREE ADDED 2 YR WARR
Note: All products exclude shipping except Crestron, Cables 2 Go, Catchbox, Chief, Luxul, Vaddio, Spectrum, Middle Atlantic.		

**RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING**

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	Smiley's Audio Visual
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	2%
2	Atlona	33%
3	Audio-Technica	20%
4	Elmo Document Cameras	33%
5	Epson Document Cameras	51% 53% Epson Projectors
6	Hovercam Document Cameras	30%
7	Listen Technologies	30%
8	MERSIVE	23%
9	Newline Q,QPRO, C, STV, DV LED	50%
10	Panasonic Projectors	46% 15% Panasonic PTZ Cameras
11	Peerless Mounts	31%
12	PTZOptics	20%
13	Sennheiser Microphones	27%
14	Sound Control Technologies	28%
15	Wolfvision Document Cameras	20%
Note: All products include shipping.		

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): Smiley's Audio Visual, Inc.

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Smiley's Audio Visual, Inc.
Contractor Name (Print)

Click or tap here to enter text.
Authorized Representative (Print)

Signature

Date

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of _____ 20____ between the District Board of Trustees of Broward College, Florida (“College”) _____ and Solotech Sales & Integration USA, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until three years (original contract term) plus any 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 Daniel Rioseco drioseco@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 associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). 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 may immediately terminate this Contract, in addition to exercising 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. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. 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 beyond the waiver under Section 768.28, Florida Statutes. 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, declared public health emergency restrictions, 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 the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ N/A
 - 3. General Aggregate \$ 2,000,000
 - 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

- B. Automobile Liability \$ 300,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ N/A

- E. Cyber Liability \$ 1,000,000

- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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 OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. 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 and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

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. E-VERIFY.

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

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, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. 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 “E-VERIFY.” 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. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Director, Audiovisual Technology (currently Daniel Rioseco) or that position's designee, and in the case of the other party, permission must be granted by its President (currently David Shoemaker) or that position's designee.

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 changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ 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"

Vendor: Solotech Sales & Integration USA, Inc.

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2023-138-TP – AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES, with latest Amendments, and the Vendor’s response/proposal dated August 14, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the RFP document, if any, with the latest taking precedence and chronologically thereafter.
- 3) RFP document.
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/proposal.

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED. Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 days written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. 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.

Additionally, 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.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Information Technology Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site, unless agreed to otherwise in writing by the parties in Exhibit A-1 Pricing, and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. Purchases will be requested as needed throughout the contract period, as few as one each may be ordered at one time and shall be furnished at the fixed contract price.

SCOPE OF WORK

Vendor shall be a qualified and experienced company capable to provide Audiovisual Communications and Installation Services for the College. The scope of requirements includes, but is not limited to, the provision of all materials, equipment, labor, tools, scaffolds, and incidentals for audiovisual communications and installation services.

1. GROUP 1 - AUDIOVISUAL PRODUCTS, SUPPLIES AND ACCESSORIES

Vendor shall provide audiovisual products, supplies, and accessories from the College's shortlist of Key Manufacturers identified in Exhibit A-1 - Pricing. Vendor shall also provide products from "Optional Manufacturers" also identified in Exhibit A-1 - Pricing. All items provided must include the full manufacturer's warranty.

2. GROUP 2 - INSTALLATION SERVICES

A. Full-Service AV System Integration:

College will provide a detailed Scope of Work, specific to each project. Vendor shall have the capability to provide all Audiovisual-related services required to satisfy the scope of work for the said project. These services include, but are not limited to, pre-sales engineering, AV system design, CAD, rack fabrication, installation labor, control system programming and system commissioning. Vendor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work. Some examples of said projects include the installation of AV systems for lecture classrooms, specialized labs, conference rooms, multi-purpose flex spaces, auditoriums, digital signage structures, operation centers, and broadcast/recording studios.

B. Supplemental/Contractual (Labor Only):

Vendor Technician(s) will work on-site, under the direct supervision of the College's AV team. The Technician(s) shall possess their own tools necessary to efficiently perform the following:

- Low-voltage cable pulls
- Termination of industry standard cabling (RJ45, BNC/SDI, XLR, DB9, Terminal & TRS)
- Elevating and dressing AV equipment racks
- LCD Display mounting (Wall & suspended ceiling)
- Projector & Screen mounting (Wall & suspended ceilings)
- Speaker Mounting (Recessed & surface-mount)

* College will provide all mounting hardware, connectors, and required materials.

3. **PROCESS FLOW (some steps may or may not apply)**

Process Overview

- A. College End User shall initiate request for A/V installation.
- B. College End User shall request standard classroom configuration, conference room, or custom installation. This request shall be made to the Director of Audiovisual Technology.
- C. For new construction or remodel, A/V installation is included in the requirements for the space.
- D. For existing facility, site survey shall be scheduled as soon as room, College personnel, and Vendor are available.
- E. For new or remodeled facility, the initial review shall be of the construction documents., A site visit shall be scheduled for the construction site as soon as feasible.

A/V Quote

- A. Vendor shall provide quote for A/V system including components and installation. Quote shall be based on contracted prices after site survey (if applicable). All quoted equipment shall reflect the negotiated price or greater discount.

Installation

- A. College shall schedule electrical installation while Vendor shall await the ordered components.
- B. College shall coordinate the A/V installation with Vendor upon completion of the electrical installation. Coordination shall occur upon receipt of A/V components by Vendor.
- C. Vendor shall schedule AV Installation as not to interfere with College activities or classes.

- D. Vendor shall perform all installation, engineering services, coordination, programming during the College's normal working hours (8:00 a.m. to 5:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Inspection

- A. Upon installation of the A/V system, Vendor shall contact the College Audiovisual Team to request a final inspection.
- B. Final inspection shall be scheduled based on room and staff availability. Final inspection shall include a function test of all installed products, based on Scope Of Work.
- C. All work shall be done prior to final inspection, including any adjustments or tuning.
- D. Final inspections are limited to a maximum of one (1) hour.
- E. Vendor shall prepare an acceptance form for sign off by a College authorized representative. The College will sign or reject acceptance based on final inspection.

4. PERMIT(S) / ENGINEER DRAWINGS

Vendor shall have the capability to provide signed and sealed engineering drawings to the College's contracted Engineering Consultant to obtain any required permit(s) prior to job commencement, if necessary. The same drawings shall be provided to the Manager of Special Projects and/or the Telecommunications/Electrical Systems Manager.

5. GUARANTEE AND MAINTENANCE

Vendor providing product and installation, shall guarantee all labor, in writing, against defects in workmanship and material for a period of ONE YEAR from the respective dates of final acceptance. All defects developing during that period shall be corrected in compliance with the "GUARANTEE" conditions under these specifications. The Vendor shall service the complete installation during this one-year guarantee period. This Guarantee clause shall in no way preclude or nullify any manufacturer's warranties. All manufacturer warranty cards shall be sent to the respective manufacturers with photocopies showing model number and serial numbers to be included with a certificate. The Vendor will respond onsite to evaluate the failure within 48 hours of notification. The problem must be resolved in a reasonable time frame agreed upon by the College and Vendor.

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RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - AV PRODUCTS</u>	Solotech Sales & Integration USA
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 Key Manufacturers		
1	Biamp	38%
2	Brighsing	18%
3	Cables 2 Go	38%
4	Catchbox	2%
5	Chief	38%
6	Crestron	38% (All except 1 Beyond) 2% (1 Beyond Line)
7	Draper	13%
8	Luxul	14%
9	Middle Atlantic	33%
10	Netgear	26%
11	Planar	8% (Configurable LED/LCD design/build) 2% (All other - AIO, Complete, Displays)
12	QSC	26%
13	Shure	38% (Wireless microphones systems) 21% (All other product lines)
14	SMART	2%
15	Sony	17% (Commercial flat panels) 37% (laser projectors) 2% (All other product lines)
16	Spectrum Industries	33%
17	Vaddio	21%

Note:

Freight to be added to all orders at a rate of 3%. Free freight will be provided for products where an individual order exceeds \$20,000 for that single Manufacturer.

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES
EXHIBIT A-1 PRICING

<u>ITEM</u>	<u>GROUP 1 - DESCRIPTION</u>	Solotech Sales & Integration USA
<u>PRICE PERCENTAGE DISCOUNT</u>		
Group 1 - Optional Manufacturers		
1	Any other manufacturer	4%
2	Altman	24%
3	Atlas Sound	33%
4	Bosch	32%
5	Chauvet	17%
6	Clearcom	12%
7	D&B Audiotechnik	19%
8	Da-Lite	23%
9	Elation	24%
10	Electro Voice	27%
11	Electronic Theatre Controls (ETC)	25%
12	Extron	37%
13	Kramer PanaRhei, Software, UC	16%
14	Meyer Sound	35%
15	Pathway	24%
16	Radio Design Labs (RDL)	31%
17	Robe	39%
18	TOA Electronics Inc	19%
19	Vari-Lite and Strand	24%
20	Yamaha (Commercial Audio only)	12%

Note:

Freight to be added to all orders at a rate of 3%. Free freight will be provided for products where an individual order exceeds \$20,000 for that single Manufacturer.

RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES EXHIBIT A-1 PRICING			Solotech Sales & Integration USA	
ITEM	Description	GROUP 2A - INSTALLATION SERVICES	Standard Business Hours Rate	Non Standard Business Hours Rate
		Full-Service AV System Integration		
1	Hourly Labor: Installation	Installation of audiovisual products & equipment. Includes rack fabrication field installation and testing/commissioning.	\$90.00	\$115.00
2	Hourly Labor: Engineering	Hourly labor for AV engineering services. Includes all engineering and AV design.	\$110.00	\$125.00
3	Hourly Labor: Project Management	Hourly labor for Project Management. Include all project coordination & attending necessary construction meetings.	\$110.00	\$125.00
4	Hourly Labor: Programming	Hourly labor for AV Programming. Control systems, DSPs.	\$110.00	\$125.00
5	Hourly Labor: CAD	Hourly labor for CAD Drawings. Includes all related drawing necessary to any particular project (Construction markups, elevations, functional & One-line)	\$80.00	\$95.00
		GROUP 2B - INSTALLATION SERVICES		
	Description	Supplemental/Contractual (Labor Only)		
1	Hourly Labor: AV Installation Technician	Hourly labor for an on-site AV Technician. See "Attachment A" for detail scope of work for the skill-level required.	\$90.00	\$115.00
Note: All labor rates above require a full 8-hour work day & include travel (clock starts at client's door)				

**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): Solotech Sales & Integration USA, Inc.

Contract/Work Order/Purchase Order (P.O.) # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2023-138-TP - AUDIOVISUAL COMMUNICATIONS AND INSTALLATION SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Solotech Sales & Integration

USA, Inc.

Contractor Name (Print)

Click or tap here to enter text.

Authorized Representative (Print)

Signature

Date

EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Vendor: Solotech Sales & Integration USA, Inc.

SECTION 6. AUDIT.

Delete SECTION 6 In its entirety and replace with:

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. 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.

SECTION 11. COLLEGE'S TAX EXEMPTION.

Delete SECTION 11 in its entirety and replace with:

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.

SECTION 18. VENDOR NOT TO LIMIT WARRANTY.

Delete SECTION 18 in its entirety and replace with:

18. VENDOR NOT TO LIMIT WARRANTY.

Unless otherwise specified in a Statement of Work, the Vendor warrants the Services shall be free of defects in workmanship for a period of one (1) year from the completion of such Service (the "Warranty Period"). The foregoing warranty shall not extend to (1) any defect due to improper operation or maintenance of the equipment by or on behalf of the College; (2) normal wear and tear under normal usage; (3) a Force Majeure event, (4) a repair done by any other person than the Vendor, or (5) a modification of the equipment. All equipment shall be sold "AS IS" from the Vendor to the College, with such equipment subject only to its available manufacturer's warranty

(if any). Vendor shall assist the College in submitting to the manufacturer any warranty claims during the Warranty Period.

SECTION 22. INSURANCE.

Delete SECTION 22 in its entirety and replace with:

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 Parties shall mutually agree to 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 the following:

A. Commercial General Liability

- 1. Each Occurrence \$ 3,000,000
- 2. Personal & Advertising Injury \$ 3,000,000
- 3. General Aggregate \$ 3,000,000
- 4. Products-Completed Operations \$ 3,000,000

Policy must contain contractual liability coverage.

B. Automobile Liability \$ 2,000,0000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

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

BC APPROVED

By: _____ Date: _____

VENDOR APPROVED

By: _____ Date: _____