



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-4.

MEETING DATE	2018-09-18 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
 Recommendation of \$500,000 or Less - 59-077V - 2018 Broward County Public Schools (BCPS) College Fair - Decorator Services

REQUESTED ACTION:
 Approve the Agreement with EXPO Convention Contractors, Inc. Contract Term: September 19, 2018 through October 22, 2018, 34 Days; User Department: School Counseling & BRACE Advisement; Award Amount: See Financial Impact; Awarded Vendor(s): EXPO Convention Contractors, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
 EXPO Convention Center, Inc. will be providing decorator services for the College Fair at the Nova Southeastern University (NSU) Rick Case Arena at the Don Taft University Center venue. The College Fair is free and open to the public. Students from all schools are encouraged to attend. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is a positive financial impact to the District as the revenue generated from the registration will cover the full cost of the contract. The cost for decorating the 2018 BCPS College Fair, based on one hundred twenty-five (125) booths, is \$7,160; additional booths shall be at a cost of \$57.28 each. See Supporting Docs for the continuation of Financial Impact.

EXHIBITS: (List)
 (1) Continuation of Financial Impact (2) Executive Summary (3) Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Ralph A. Aiello III	Phone: 754-321-1675
Name: Mary C. Coker	Phone: 754-321-0505

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
9/7/2018, 3:12:42 PM

Approved In Open Board Meeting On: SEP 18 2018

By:
 School Board Chair

Recommendation of \$500,000 or Less

59-077V – 2018 Broward County Public Schools (BCPS) College Fair – Decorator Services

September 18, 2018

CONTINUATION OF FINANCIAL IMPACT

There will be an initial deposit of \$3,781.36 with additional costs beyond the one hundred twenty-five (125) booth minimum. Colleges will pay \$200 and vendors will pay \$1,000-\$1,500 per booth via the Business Support Center's online payment system and checks, which will cover the costs of this contract.

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less

59-077V – 2018 Broward County Public Schools College Fair – Decorator Services

This agenda item is for the purchase of decorator services for the Broward County Public Schools' (BCPS) College Fair and will be held at the Nova Southeastern University (NSU) Rick Case Arena at the Don Taft University Center. This request is to approve the agreement with EXPO Convention Contractors, Inc.

EXPO will provide set-up and breakdown of all decorations at the NSU Risk Case Arena at the Don Taft University Center for the 2018 College Fair including booths, tables, chairs, wastebaskets, pipes/drapes, and tablecloths. Additional items will be purchased, as needed, for example, additional signs.

There will be an initial deposit of \$3,781.36 with additional costs beyond the one hundred twenty-five (125) booth minimum. Colleges will pay \$200, and vendors will pay \$1,000-\$1,500 per booth via the Business Support Center's online payment system and checks, which will cover the costs of this contract.

There is a positive financial impact to the District as the revenue generated from the registration will cover the full cost of the contract. The cost for decoration for the 2018 BCPS College Fair, based on one hundred twenty-five (125) booths is \$7,160.00. Additional booths shall be at the cost of \$57.28.

The evaluation plan and methodology will have participant feedback worksheets collected to determine the overall quality of the Fair and to make alternative arrangements for the following year's Fair.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of September, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

And

EXPO CONVENTION CONTRACTORS, INC.

(hereinafter referred to as "EXPO"),
a Florida corporation for profit,
whose principal place of business is
15959 N.W. 15th Avenue,
Miami, FL 33169

WHEREAS, SBBC will host a college fair at NSU Rick Case Arena at the Don Taft University Center ("Venue") and will require decorative services for the venue; and

WHEREAS, EXPO is an approved and preferred vendor by NSU Rick Case Arena at the Don Taft University Center to provide decorative services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1-RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on upon the execution of all parties and shall conclude on **October 22, 2018**.

2.02 **Services**. EXPO shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement. A copy of the Proposal is attached hereto and is incorporated herein as **Attachment A**.

2.03 **Cost and Payment.** SBBC shall pay EXPO \$7,160.00 for satisfactory work performed for 125 booths. Additional booths shall be at a cost of \$57.28. EXPO shall immediately invoice SBBC a deposit (a portion of the total not to exceed amount) in the amount of \$3,781.36; and SBBC shall pay same amount no later than June 24, 2018. If EXPO, submits said invoice after June 24, 2018, then SBBC shall pay EXPO immediately after EXPO's submission of the invoice. The remaining balance is due ten (10) business days of EXPO's final invoice.

2.04 **Insurance.**

(a) EXPO shall, at its own expense, secure, and deliver to NSU Rick Case Arena at the Don Taft University Center not less than thirty (30) calendar days prior to the first Event set forth in **Attachment A** and shall keep in force at all times during the term of this Agreement:

(i) **COMMERCIAL GENERAL LIABILITY INSURANCE.**

Commercial General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury and property damage, including, without limitation, personal injury, contractual liability, product and completed operations.

(ii) **AUTOMOBILE LIABILITY INSURANCE.**

Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury and property damage, covering any automobile or other vehicle including, without limitation, owned, non-owned, leased and hired vehicles. Above shall be issued by companies authorized to do business under the laws of the State of Florida.

(iii) **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.**

Workers' Compensation insurance covering all persons whom EXPO may employ directly or through subcontractors in carrying out the work called for in accordance with the Workers' Compensation insurance laws of the State of Florida. Employers' Liability insurance in an amount not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, policy limit, and One Million Dollars (\$1,000,000) bodily injury by disease, each employee.

(b) The following shall apply to the insurance policies described in clauses (i), (ii), and (iv) above:

(i) Name "NSU Rick Case Arena at the Don Taft University Center", its trustees, officers, agents and employees as additional insured under its Commercial General Liability and Automobile Liability. Certificate

holder should read as: NSU Rick Case Arena at the Don Taft University Center, 3301 College Ave., Ft. Lauderdale, FL 33314; and The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301. Description Box language should include: NSU Rick Case Arena at the Don Taft University Center, its trustees, officers, agents and employees and The School Board of Broward County, Florida additional insured under its Commercial General Liability as evidenced herein required by written contract with respect to usage of its facilities. Not less than thirty (30) calendar days prior to the first Event set forth in **Attachment A**; EXPO shall deliver to NSU Rick Case Arena at the Don Taft University Center certificates of insurance evidencing the existence thereof, all in such form as NSU Rick Case Arena at the Don Taft University Center may reasonably require, Licensee shall provide thirty (30) calendar days prior written notice to NSU Rick Case Arena at the Don Taft University Center of any cancellation of or reduction or other material change in coverage. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, EXPO shall deliver to NSU Rick Case Arena at the Don Taft University Center at least thirty (30) calendar days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies. All notices and communications concerning insurance shall be sent to the party designated in the Notice address as set forth in Section 2.06 of this Agreement and to NSU Rick Case Arena at the Don Taft University Center., Director of Risk Management, 3301 College Avenue, Fort Lauderdale, Florida 33314.

- (ii) The coverage provided under such policies shall be occurrence based, not claims made.
 - (iii) The coverage limits contained on such policies shall be on a per-occurrence basis only.
 - (iv) EXPO hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of EXPO under this Agreement, including, without limitation, EXPO's indemnification obligations under this Agreement.
- (c) The terms of all insurance policies referred to in this Section 2.04 shall preclude subrogation claims against NSU Rick Case Arena at the Don Taft University Center and their respective officers, trustees, employees, and agents.
 - (d) The failure of the EXPO to provide insurance in accordance with this Section 2.04 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 3.04 below, preclude the Event from taking place.

- (e) Subcontractor insurance coverage. Any subcontractors that are utilized by the EXPO must be approved in writing by NSU Rick Case Arena at the Don Taft University Center. All insurance obligations and requirements applicable to EXPO shall be applicable to EXPO's subcontractors. Thirty (30) calendar days prior to an Event, EXPO shall provide to NSU Rick Case Arena at the Don Taft University Center a certificate of insurance evidencing the insurance maintained by the subcontractors.

2.05 **Inspection of EXPO's Records by SBBC.** EXPO shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All EXPO's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of EXPO directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

- (a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to EXPO's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to EXPO pursuant to this Agreement.
- (b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide EXPO reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- (c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to EXPO's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.
- (d) **Failure to Permit Inspection.** Failure by EXPO to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any EXPO's claims for payment by SBBC.
- (e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by EXPO in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by EXPO. If the audit discloses billings or charges to which EXPO is not contractually entitled, EXPO shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

- (f) Inspection of Subcontractor's Records. EXPO shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by EXPO to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to EXPO pursuant to this Agreement and such excluded costs shall become the liability of EXPO.
- (g) Inspector General Audits. EXPO shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Ralph Aiello, Director School Counseling & BRACE Advisement The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
To EXPO:	Andrew Rosditsky 15959 NW 15th Avenue Miami, Florida 33169

[THIS SPACE IS LEFT INTENTIONALLY BLANK]

2.07 **Background Screening.** EXPO shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of EXPO or its personnel providing any services under the conditions described in the previous sentence. EXPO shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to EXPO and its personnel. The parties agree that the failure of EXPO to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. EXPO agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from EXPO failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

2.08 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- (a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By EXPO: EXPO agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by EXPO, its agents, servants or employees; the equipment of EXPO, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of EXPO or the negligence of EXPO agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by EXPO, SBBC or otherwise.

2.09 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.10 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this

Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.11 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.12 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict between the provisions contained within this Agreement and those contained within Attachment A, the provisions within this Agreement shall prevail and govern.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting

party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

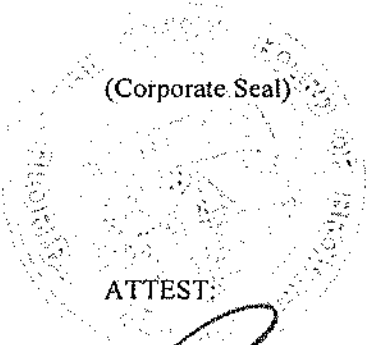
3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

FORSBBC:



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Nora Rupert*
for Nora Rupert, Chair

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 09/04/18
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FOR EXPO

(Corporate Seal)

EXPO Convention Contractors, Inc.

ATTEST:

By *[Signature]*
Andrew RosDetsky

Secretary

-or-
[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 30th day of August, 2018 by Andrew RosDetsky of _____
Name of Person

EXPO Convention Contractors, Inc. on behalf of the corporation/agency.
Name of Corporation or Agency

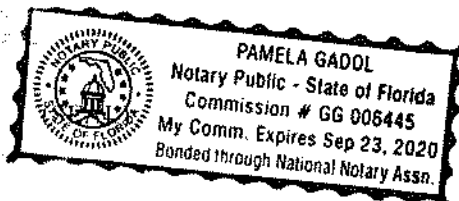
He/~~She~~ is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Pamela Gadd
Printed Name of Notary

GG 006445
Notary's Commission No.



ATTACHMENT A
THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA/DEPARTMENT OF COLLEGE AND CAREER
READINESS

**2018 BROWARD COUNTY
COLLEGE FAIR**

OCTOBER 22, 2018

at

NOVA SOUTHEASTERN UNIVERSITY

SERVICES AND EQUIPMENT PROPOSAL

Presented on Tuesday, February 06, 2018



15959 NW 15th Ave - Miami, FL 33169

305-751-1234 Phone - 786-248-3026- Fax

A DETAILED PRESENTATION FOR

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/
DEPARTMENT OF SCHOOL COUNSELING & BRACE
ADVISEMENT

**2018 BROWARD COUNTY
COLLEGE FAIR**

OCTOBER 22, 2018

at

NOVA SOUTHEASTERN UNIVERSITY

SERVICES AND EQUIPMENT PROPOSAL

REVISED on Thursday, April 05, 2018

▶ To:
Ralph Aiello

▶ Director of School Counseling &
BRACE Advisement
▶ 1400 NW 14th Court
▶ Ft. Lauderdale, FL 33311

▶ By:
Andrew Rosditsky

▶ Account Executive
▶ 305-751-1234 Ext. 231
▶ andy@expocci.com

THIS AGREEMENT is entered into and is effective this Thursday, April 05, 2018 by EXPO Convention Contractors, Inc. 15959 NW 15th Ave, Miami, Florida 33169 herein represented by Andrew Rosditsky, Account Executive and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT with a mailing address of 1400 NW 14th Court, Ft. Lauderdale, FL 33311. Collectively the participants of this Agreement are known as the Parties. This Agreement is for the 2018 BROWARD COUNTY COLLEGE FAIR scheduled to be held at NOVA SOUTHEASTERN UNIVERSITY on the date of: OCTOBER 22, 2018.

PRODUCTS & SERVICES

We offer a complete line of convention, tradeshow, event and exhibit equipment to build your professional looking event to your vision and specifications. All services are produced in- house and transported via our company trucks directly to your event. In addition, we provide qualified and skilled union labor to produce the event ensuring optimum organization and timeliness.

OUR CLIENTS

Our clients are among the most respected in their various fields. We work with companies of all types and sizes including some of the largest and most well-known firms in America, small and medium- sized businesses trade show organizations, local associations and educational groups. We handle all types of tradeshow display and tradeshow exhibit needs from medical, legal, pharmaceutical, home, furniture, boats, and many more. Even our out of town competitors have been known to call EXPO when they have last minute requests for designs or equipment. One thing is for sure: All of our clients share an appreciation for the over 40 plus years of knowledge and experience that the EXPO team brings to the table, as well as our reputation for excellent quality, dependability and pricing.

ABOUT US

Expo Convention Contractors, Inc. (EXPO) was established in 1995 by Richard J. Curran our current President and Founder. Mr. Curran is a lifelong tradeshow expert and a dedicated industry professional who has managed the company growth of 15% annually since inception. Expo is a full-service Tradeshow Contractor, Corporate & Special Event Producer and Exhibit House with an excellent reputation for service and quality. We are a family-owned and operated company with over 50 full time in-house employees, which includes a highly experienced management and creative sales team. All of our resources are available to provide excellent service for you and your clients. Expo maintains the highest standards of service, quality and a strong fiscal responsibility to ensure you receive the best available services and products at the best possible price.

"We are a family owned and operated company small enough to be personable yet large enough to be exceptional." - Richard J. Curran

EVENT PRICING AND DISCOUNTS

FLOOR PLANS & FIRE MARSHAL

EXPO will assist in the development of an initial floor plan. Working with the most up to date facility floor plans, and through familiarity with fire regulations, our draftsmen will customize your floor plan to meet your needs to develop optimum traffic flow. Expo will then submit for Fire Marshal approval and keep on record for your event. We will layout the floor at your event in accordance to approved final floor-plan, these services will be provided complimentary

Floor-plan Layouts and Designs	Complimentary
Exhibit Hall Layout and Floor marking	Complimentary
Fire Marshal Fees and Processing	Complimentary

EXHIBIT BOOTHS

EXPO Convention Contractors, Inc. will furnish industry standard flameproof Banjo drapes with 8' high back drape and 3' side drape in a stocked color of your choice to be set up to 6' X 8' & 6' x 10' in size per approved layout.

This price is based on a minimum of 125 booths

Booth pricing is based on straight time installation and overtime dismantle.

Drape & Furnishings Package Price per Booth.....	\$57.28
(1) One Backwall 8' tall	
(2) Two side drapes 3' tall	
(1) One Booth Identification Sign 7" x 44"	
(1) One Skirted Table 6'x24"	
(2) Two Folding Chairs	
(1) One Wastebasket	

FURNISHINGS

Additional furnishings needed by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA / DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT for the show offices, meeting rooms, etc., are provided at list price less applicable discounts on Expo's stocked furnishing. All furniture and accessories must be rented through Expo Convention Contractors, Inc. Exhibitor furnishings, such as tables, chairs, carpets, wastebaskets, easels, etc., and are available to exhibitors through EXPO, with direct billing to the exhibitor.

Advance Furnishings Discount	20%
Counseling Center Side Chairs	\$10.00 Each
Counseling Center 6'Skirted Tables	\$20.00 Each

SIGNS AND GRAPHICS

Dynamic signage and stunning graphics will make a lasting impression on your attendees and a meeting more successful. We are a full-service graphics shop, with the latest printing technology, located in our facility. It is staffed by full-time graphics trained personnel. We are able to produce signs on short notice, and after hours. Graphic updates and changes are always possible with EXPO. We offer a full line of printing capabilities to produce digital graphics on any hard sub- straight mounts, banners, hanging signs and vinyl production

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT graphics requests received at thirty (30) days prior to the first day of move-in will be discounted 20% from our standard rates, graphics requests received less than thirty (30) days will be discounted 10%, graphics requests received on show site will be at list rates.

Cost for special requirements such as logo design & creation, file cleaning, custom banners, cut-out letters, etc. are quoted upon receipt of specifications.

22"x28" Foamcore	\$45.00**
24"x36" Foamcore	\$60.00**
36"x60" Foamcore	\$82.00**
3' x 8' Single Sided Meterboard	\$185.00**
3' x 8' Double Sided Meterboard	\$295.00**
Banner	\$11.50sqft

**20% Discounts reflected in price

TRADESHOW LABOR

EXPO is a tradeshow union contractor and we provide skilled union labor to THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA / DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT for all of your event needs; if additional labor is ordered Expo will provide labor at listed rates with applicable discounts. Straight Time labor (\$68.50) is contracted Monday through Friday 8:00 am till 4:30 pm, Over Time labor (\$102.75) Monday through Friday 4:30 pm till 8:00 am and all day Saturday and Sunday, Holiday rates will apply for only union holidays, as per the union contract with Local Union 1175.

Labor Discount.....	10%
Straight Time Labor Rate	\$61.65**
Over Time Labor Rate	\$92.47**

**10% Discounts reflected in price

MASKING DRAPE

EXPO will provide THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT the first 200 linear feet matching the standard show color of 3' or 8' Banjo masking drape for crowd control, storage and unsightly areas, or where requested, additional drape can be ordered at these listed discounted rates.

200' Initial Drape	Complimentary
3' Tall Drape	\$1.50
8' Tall Drape.....	\$2.00

Draperies in other heights and materials are available and will be quoted upon request.

MATERIAL HANDLING

Association freight shipped by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA / DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT and to 2018 BROWARD COUNTY COLLEGE FAIR received in advance in our warehouse or direct to show-site, will be manifested and delivered to your specific locations of the NOVA SOUTHEASTERN UNIVERSITY and then at close of show loaded out by Expo on to your approved shipping companies' truck. These material handling services are provided at list rates less applicable discounts. The complimentary weight will be handled once received from your shipping carrier at no additional charge to THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT.

500 lbs Freight Complimentary
Additional Discount 25%

**If your material has been delivered to the designated areas and additional handling of materials is necessary and directed by you, you will be charged at our list labor rates, less applicable labor discounts.

Pricing Summary

FLOOR PLANS & FIRE MARSHAL

Floor-plan Layouts and Designs	Complimentary
Exhibit Hall Layout and Floor marking	Complimentary
Fire Marshal Fees and Processing	Complimentary

EXHIBIT BOOTHS

(125) Drape & Furnishings Package Price@ \$57.28 per Booth \$7,160.00

**This price is based on a minimum order of 125 booths.*

SIGNS AND GRAPHICS

22"x28" Foamcore	\$45.00
24"x36" Foamcore	\$60.00
36"x60" Foamcore	\$82.00
3' x 8' Single Sided Meterboard	\$185.00
3' x 8' Double Sided Meterboard	\$295.00
Banner	\$11.50 sqft

FURNISHINGS

Advance Furnishings Discount	20%
Counseling Center Side Chairs	\$10.00 Each
Counseling Center 6' Skirted Tables	\$20.00 Each

TRADESHOW LABOR

Labor Discount	10%
Straight Time Labor Rate	\$61.65
Over Time Labor Rate	\$92.47

MASKING DRAPE

200' Initial Drape	Complimentary
3' Tall Drape	\$1.50
8' Tall Drape	\$2.00

MATERIAL HANDLING

500 lbs Freight	Complimentary
Additional Discount	25%

Estimated Total Price for orders to date:

Estimated Total \$7,160.00

EXPO SERVICES

EXPO knows and understands that your exhibitors are your valued clients and they are the lifeblood of the show. We will contact all exhibitors prior to the show, make sure all of their questions and requirements are being addressed, and needs are being met.

PRE-SHOW PLANNING ASSISTANCE

Experienced Expo exhibitor representatives will work with your exhibitors prior to move-in to confirm all advance requirements and confirm orders. This will help eliminate "surprises" during move-in. Our pre-show communication with your exhibitors helps reduce calls to your staff for information. Our dedication to helping first time or inexperienced exhibitors is effective in reducing unexpected challenges and enhancing their exhibiting experience.

ON-SITE SERVICES & EXHIBITOR SERVICE CENTER

Automated exhibitor services for pre-show and show site orders allow your exhibitors to order online and budget at any time. Your exhibitors will receive updated invoices at show site for their review and payment. We also pre audit exhibitor invoices to correct any errors prior to the invoicing.

Expo will provide a custom designed Service Center, staffed with our trained personnel providing a professional environment for your exhibitors. Our service center will be staffed during move-in and move-out and all critical show hours, the Service Center and show floor personnel are available to solve problems and eliminate challenges so your exhibitors can focus on the reason they are at your show... to generate sales.

EXHIBITOR MANUALS

EXPO will prepare and send an Exhibitor Service Manual containing important show information and order forms to each confirmed exhibitor and to THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT. So that exhibitors may take full advantage of all possible discounts, a preliminary list of exhibitors, including company name, mailing address, email address, name and telephone numbers, must be received by 90 Days before move in date. Updates and additions to preliminary list must be forwarded to us weekly thereafter.

It is important that we are furnished with a list of each confirmed exhibitor's company name, contact name, address, phone number and fax number for billing purposes. Please email this list in Microsoft Excel (We can provide you with a sample excel sheet if requested).

EXCLUSIVE SERVICES

Upon acceptance of this proposal Expo Convention Contractors, Inc. will be named as the exclusive service provider for all services listed below as agreed upon between Expo Convention Contractors, Inc. and by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT.

Material Handling

Drapery and Supports

Furnishings

SCHEDULE

SCHEDULE

This event schedule is agreed upon by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT for the 2018 BROWARD COUNTY COLLEGE FAIR, and by Expo Convention Contractors, Inc. 2018 BROWARD COUNTY COLLEGE FAIR, to be held at NOVA SOUTHEASTERN UNIVERSITY on the date of OCTOBER 22, 2018. Changes to show date, location or room, may result in adjustments to the applied discounts, and/or pricing within this proposal.

	Date:	Time-In:	Time-Out:
EXPO set-up:	Monday, October 22, 2018	7:00 AM	
Exhibitor Set-up:	Monday, October 22, 2018	1:00 PM	6:00 PM
Show Hours:	Monday, October 22, 2018	6:00 PM	8:30 PM
Exhibitor Dismantle:	Monday, October 22, 2018	8:30 PM	9:30 PM
EXPO Dismantle:	Monday, October 22, 2018	8:30 PM	11:00 PM

TERMS AND CONDITIONS

A. INSURANCE

EXPO will carry adequate liability and other insurance to protect itself against any claims arising from THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA /DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT activities during move-in, show hours and move-out.

B. INDEMNIFICATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT and NOVA SOUTHEASTERN UNIVERSITY upon request may be included as an additional insured under form CG2033 of Expo Convention Contractors, Inc.'s current insurance policy.

C. CHANGE OF LOCATION / DATE(S)

Should THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT change the location from NOVA SOUTHEASTERN UNIVERSITY or the event date of OCTOBER 22, 2018 as specified herein, EXPO Convention Contractors, Inc. retains the right to adjust rates for service, accordingly.

D. COMPLIMENTARY AND DISCOUNTED SERVICES

The complimentary and discounted services provided within this contract are based on delivery and pick up occurring simultaneously with the scheduled installation and dismantling of exhibits. Should THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT require a change to the provision of these services specified herein, EXPO reserves the right to assess the appropriate charges. All complimentary and discounted prices will remain in effect unless final payment is not received within (10) ten business days of receipt of final invoice.

E. CANCELLATION OF EVENT

In the event it is necessary to cancel the 2018 BROWARD COUNTY COLLEGE FAIR prior to schedule opening, due to any cause within THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT control, EXPO Convention Contractors, Inc. shall be reimbursed only for actual direct costs. These costs must be evidenced by labor time cards, and paid invoices for special materials or equipment purchased for the 2018 BROWARD COUNTY COLLEGE FAIR.

F. CONFIRMATION DEADLINE

The prices quoted in this contract for THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT are effective for a period no later than 60-days from the date of this contract. If this contract is accepted after the 60- day contract period, the prices quoted herein are subject to increase.

G. METHOD OF PAYMENT

A deposit of \$3,781.36 is due on June 24, 2018. The remaining balance is due net 10 days upon receipt of final invoice.

H. PROPRIETARY INFORMATION

The information outlined herein is confidential by nature, it is the exclusive property of EXPO, and may only be used by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT and its directors, officers and employees for the sole purpose of evaluating and accepting this proposal. Copying, reproducing, disclosing to any third parties or making public any or all of the contents of this proposal without Expo's prior written consent is strictly prohibited.

**A DETAILED PRESENTATION FOR
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/
DEPARTMENT OF SCHOOL COUNSELING & BRACE
ADVISEMENT**

**2018 BROWARD COUNTY
COLLEGE FAIR**

OCTOBER 22, 2018

at

NOVA SOUTHEASTERN UNIVERSITY

SERVICES AND EQUIPMENT PROPOSAL

REVISED on Thursday, April 05, 2018

ACCEPTANCE

This is to certify that THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA/ DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT agrees to accept EXPO CONVENTION CONTRACTORS, INC., under the arrangements herein, as the OFFICIAL SERVICE CONTRACTOR for the 2018 BROWARD COUNTY COLLEGE FAIR, OCTOBER 22, 2018, at the NOVA SOUTHEASTERN UNIVERSITY.

EXPO CONVENTION CONTRACTORS, INC. agrees to abide by the arrangements as outlined herein and to perform those duties as the OFFICIAL SERVICE CONTRACTOR for THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA / DEPARTMENT OF SCHOOL COUNSELING & BRACE ADVISEMENT at the NOVA SOUTHEASTERN UNIVERSITY.

The School Board of Broward County, Florida /
Department Of School Counseling & BRACE
Advise ment

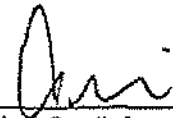
By:

Ralph Aiello
Director of School Counseling & BRACE
Advise ment

Date: _____

EXPO Convention Contractors, Inc.

By:


Andrew Rosditsky
Account Executive

Date: 8/30/18