

By signing the Contract for Services Agreement (CSA), the Service Provider (sometimes referred to as Contractor or Vendor) acknowledges and agrees to these terms, 1-15 below.

1. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida **without regard to any choice of law provisions**. The Parties agree that the Circuit Court for the Tenth Judicial Circuit, Polk County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

2. **Non-Discrimination.** Neither the Vendor nor the BOARD will discriminate against faculty, staff, contractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment or other school administered programs. The Parties will abide by the BOARD's anti-discrimination and anti-bullying policies in accordance with the law while accomplishing this Agreement.

3. **Copyrights.** The Vendor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Vendor purchases ownership with grant support. Furthermore, the parties agree that the BOARD has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the BOARD for purposes related to its business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Vendor may not be copied by the BOARD provided that such material was copyrighted by the Vendor before performance under this Agreement and was not developed specifically for the BOARD under this Agreement.

4. **Federal Funds.** To the extent applicable, Vendor agrees that it will comply with the provisions of 2 CFR 200.326, Appendix II. To access this information online, please use the link below:

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appII.xml>

5. **Debarment.** In accordance with law, and specifically Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300, and by signing this Agreement, Vendor certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Vendor agrees to notify the BOARD within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations, with respect to Contractor or its principals.

6. **Public Records Notice.** When there is a contract for services as defined in §119.0701, Florida Statutes, the Vendor must comply with Florida's public records laws. Specifically, the Vendor must:

1) Keep and maintain public records required by the public agency to perform the service.

- 2) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 3) 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 public agency.
- 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

"Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the BOARD. Vendor's records may include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the contract term.

Records must be created and maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

**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 PUBLIC
RECORDS OFFICE AT:
THE SCHOOL BOARD OF POLK COUNTY
PO BOX 391
BARTOW, FL 33831-0391
TELEPHONE: 863-457-4708, ext. 831
publicrecords@polk-fl.net**

The Vendor agrees to willingly cooperate and promptly furnish public records in accordance with the law. If the Vendor does not comply with a public records request, the BOARD shall enforce the contract provisions which may include immediate termination of contract.

7. **Liability and Indemnification.** Notwithstanding any other term of this Agreement, the BOARD intends to avail itself of the benefits of § 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the BOARD's liability exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party to allow any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. 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 manner arising out of any contract. The parties agree that the BOARD's liability shall not exceed these amounts. The parties agree further to indemnify and hold each other harmless from any acts, errors, or omissions of liability to the extent permitted by law. The BOARD does not waive the privileges and immunities contained in § 768.28, Florida Statutes, by entering this Agreement.

8. **Funding Out.** Contracts are subject to the appropriation and availability of funds as approved by the BOARD. In the event funds for the specific purpose of this purchase order are not appropriated or are insufficient, the contract may be terminated immediately without penalty or expense to the BOARD of any kind whatsoever.

9. **Confidential Information.** The parties agree to maintain confidential records and information pursuant to law (like the Federal Education Right Privacy Act, Health Insurance Portability and Accountability Act, etc.). Regarding Data Storage/Breaches, the Vendor will employ commercial best practices for ensuring the security of all BOARD data including but not limited to electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled (hereafter "information

activities”) in the course of the Vendor’s performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Vendor shall notify the BOARD immediately, but no later than ten calendar days following a determination of a breach of data security. Additionally, the Vendor shall fully cooperate, at its own expense, with the BOARD regarding the BOARD’s statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that the BOARD as a local governmental entity is subject to the State of Florida’s public record laws, as mentioned below. Should a request be made for disclosure of confidential records of the Vendor, the BOARD shall provide notice to the other party who may then, at its discretion, respond to the request. Should the Vendor not disclose the records or documents, the Vendor will defend and indemnify the BOARD for any fees and costs which are incurred or taxed against the BOARD because of the non-disclosure. Should the Vendor require confidential student information or PII as a “school official,” it may enter into a separate Data Sharing Agreement with the BOARD.

10. **Independent Contractor.** It is mutually agreed and understood that the services provided by the Vendor to the BOARD pursuant to this Agreement are rendered by the Vendor to the BOARD as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between the BOARD and the Vendor. In this regard, neither the Vendor nor any of Vendor’s agents, representatives, employees or independent contractors shall be deemed to be employed by the BOARD for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. In addition, neither the Vendor nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by the BOARD to or for the benefit of any of the BOARD’s employees. The Vendor will render services hereunder as an independent contractor, and any duties of the Vendor arising out of this Agreement will be owed solely to the BOARD (or its Affiliates) and not for the benefit of any third parties. The Vendor shall not have any right or authority during the term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of the BOARD (or any of its Affiliates) in any way. The Vendor covenants and agrees with the BOARD that Vendor will pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Vendor’s employees, agents or independent contractors for all purposes whatsoever.

11. **Termination.** In addition to termination for cause provisions, the BOARD shall have the right to terminate this agreement upon thirty (30) days written notice to the Contractor. The BOARD agrees to pay Contractor for services received prior to the effective date of termination.

12. **Conflict of Interest.** Vendor represents it presently has no interest and will acquire no interest, either directly or indirectly, which would conflict in any manner with the provision of goods or services required hereunder, as provided for in Florida’s Code of Ethics for Public Officers and Employees, specifically § 112.311, Florida Statutes, *et seq.* Vendor further represents that no person having any interest will be employed for said provision of goods or services.

Vendor must promptly notify the BOARD in writing by certified mail of all potential conflicts of interest for any prospective business associate, interest, or other circumstances which may influence or appear to influence Vendor’s judgment or quality of the provision of goods or services being provided hereunder. Such written notification must identify the prospective business association, interest or circumstances, and the nature of the work that the Vendor may undertake. Vendor must request an opinion by the BOARD as to whether the association, interest or circumstance, or nature of the work would, in the opinion of the BOARD constitute a conflict of interest if started by Vendor. the BOARD agrees to notify Vendor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Vendor.

If in the opinion of the BOARD, the prospective business association, interest or circumstance, and the nature of the work would not constitute a conflict of interest by Vendor, the BOARD will so state in its response. Vendor may, at its option, enter into said association, interest or circumstance, and nature of the work, and it will be deemed not a conflict of interest with respect to the goods or services provided to the BOARD by Vendor under the terms of this Agreement. If the BOARD, in its sole discretion, determines that there is a conflict, Vendor shall not enter into or if already entered into, will immediately terminate such arrangement or agreement with the subject business associate.

13. **Level II Background Screening.** Vendor represents and warrants to the BOARD that the Vendor has read and is familiar with §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Florida Statutes, regarding background screening, including the Jessica Lunsford Act requiring all contractors on school grounds when students are present and those who have access to or control of school funds to meet Level II screening. Vendor covenants to comply with all requirements of the law and provide the BOARD with proof of compliance upon request. Specifically, before going on a campus, Vendor will comply with the BOARD’s Jessica Lunsford Screening process available at <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm>. Failing to follow these requirements will be considered a material breach of this Agreement and Vendor will not be allowed on school grounds. Also, Vendor agrees to indemnify and hold harmless the BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Vendor’s failure to comply with the requirements of this paragraph or the law.

14. **Mandatory Reports of Child Abuse.** Vendor represents and warrants to the BOARD that Vendor has read and is familiar with § 39.201, Florida Statutes regarding individuals' duties to report knowledge or suspicion that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, or that a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care. Vendor further represents and warrants to the BOARD that Vendor has duly trained its officers, agents, and employees regarding each of their individual duties to report any such knowledge or suspicion immediately and directly to the Florida Department of Children and Families' Central Abuse Hotline at **1-800-96-ABUSE**.

15. **Employment Eligibility Verification ("E-Verify").** Vendor agrees to comply with the E-Verify provision of Section 448.095, Florida Statutes. The employment of unauthorized aliens by any vendor/contractor or subcontractor is considered a violation of Section 274A(e) of the federal Immigration and Nationality Act. Florida law requires registration with and use of the federal employment eligibility verification ("E-Verify") system on state contracts for goods and services. If the vendor/contractor or subcontractor knowingly employs unauthorized aliens, such violation will be cause for immediate contract termination as a matter of law. The vendor/contractor or subcontractor will be barred from any other contracts with the BOARD and may be required to cover any additional costs incurred by the BOARD. The vendor/contractor certifies, by signature on this Agreement, its compliance with the E-Verify System requirements.

THE ORIGINAL CONTRACT AND THE APPROVAL COVER PAGE MUST BE SUBMITTED TO

Elizabeth Warren in the Superintendent's Office

FOR FINAL APPROVAL.