



**NORTHWEST FLORIDA
STATE COLLEGE**

Date: 04/25/16

Vendor: Myers McRae, Inc
515 Mulberry St Ste 200
Macon GA 31201-6308

Ship To: Receiving Department
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

DELIVER BY: 06/30/16

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

PURCHASE ORDER NO. **P1601921**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accountspayable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

Item	Description	Quantity	Unit Price	Total
1	Blanket PO for Presidential Search Effective Date: April 22, 2016 For payment to Myers McRae, Inc. for the presidential search. * Professional Fee (3 invoices) \$60,000.00 Administrative Fee (a single payment) \$1,500.00 * Pricing per invoice #NWFSC-04202016-1 Search #1619 * T. Roney/N.Murphy	LOT		61,500.00
DISCOUNT:				.00
ADDL CHARGES:				.00
TOTAL TAXES:				.00
BUYER: Beth Dunn			PO Total:	61,500.00

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College


Purchasing Coordinator

VENDOR COPY



MYERSMCR AE
EXECUTIVE SEARCH AND CONSULTING

LETTER OF AGREEMENT

2016

BETWEEN MYERS MCR AE, INC. AND
NORTHWEST FLORIDA STATE COLLEGE

April 19, 2016

Mr. Brian Pennington, Chair of Board of Trustees
Northwest Florida State College
100 College Boulevard
Niceville, Florida 32578

Dear Mr. Pennington:

This Letter of Agreement confirms the engagement of Myers McRae Executive Search and Consulting to serve as the consultant in your search for the President of Northwest Florida State College. Our role is to enable Northwest Florida State College to make an effective decision as a result of a comprehensive and professional search.

The search process consists of several phases, which are summarized briefly below.

- **Description of the Position** - We will consult with you regarding the position description profile, offering recommendations that will maximize recruitment of viable, qualified candidates. Our recommendations will address the required experience, knowledge, and credential criteria, along with the responsibilities and expectations of the position, institutional highlights, and the application and nomination process. The content of the profile will be subject to your approval.
- **Identification of Prospective Candidates** - We send the position description profile to a comprehensive list of prospects within our database and network of professional contacts. We place advertisements in appropriate national publications, as well as websites of appropriate associations. All advertisements are subject to your approval. As prospective candidates submit documents, they are placed in our password-protected *Candidate Resume File* to which Search Committee members (and designated others) have access 24 hours a day/seven days a week.

These actions, coupled with extensive database research and development of potential candidates through our professional contacts, enable us to develop a comprehensive pool of candidates. We also actively seek prospective candidates who may not be exploring opportunities, but who are well qualified for your search.

- **Evaluation and Selection** - We will assist the Search Committee in evaluating the candidates, personally contacting the top prospects to discuss the position. In consultation with Myers McRae

Corporate Office

515 Mulberry Street • Suite 200 • Macon, GA 31201 • 478-330-6222 office • www.myersmcr ae.com

Mr. Brian Pennington, Chair of Trustees
Northwest Florida State College
Page 2

consultants, the Search Committee will determine the top candidates to invite for interviews. We will give counsel to you and your committee through the interview and evaluation process.

- **Background, Credential Reviews, and References** – Myers McRae conducts thorough background, credential reviews, and references on the final candidates. Our report addresses financial, criminal, public media, driving records, and academic verification.

Consultants – Kenny Daugherty, Executive Vice President, I will be the lead consultants on this search. Other team members will be Alan Medders, President, who will assist with candidate identification and recruitment; Linda Deal, Vice President and Chief Operations Officer, who will assist with scheduling and communications; Robb Myers, Senior Vice President, who will assist with videoconference interviews and conduct the background and credential review; Judy Lunsford, Vice President and Chief Marketing Officer, who will assist with *Position Description Profile* distribution and advertisements; Bobby Pope, Vice President, who will conduct reference reviews and assist with candidate recruitment; Hunter Godsey, Senior Vice President, who will assist with contract documentation; Jeannette Taylor, Executive Director of Administrative Services, who will offer administrative support; and Joy Boggs, Director of Information Services, who will maintain the candidate database and nominations. Other firm members will assist in identifying candidates.

Professional Fee – Our Professional Fee for the Presidential search is \$60,000, which will be invoiced in three payments as follows: The first payment, in the amount of \$20,000, is due upon your signing this agreement (invoice to follow upon receipt of signed agreement). The remaining payments, in the amount of \$20,000 each, will be invoiced the following two months.

Our Professional Fee includes consultation on the *Position Description Profile* and its distribution to thousands of prospective candidates; design and placement of advertising; receipt and processing of candidate application materials and nominations; assistance with interviews; reference and background checks for the final candidate(s); and contract negotiations (if needed).

Administrative Fee – Our Administrative Fee for the search is \$1,500, which will be invoiced in a single payment due upon signing this agreement (invoice to follow upon receipt of signed agreement).

Our Administrative Fee includes access and use of our secure, online *Candidate Resume File*; the use of toll-free conference call phone service; background check expenses; and all office operation expenses, e.g. copies, faxes, courier fees, and postage.

Expenses – Northwest Florida State College is responsible for search-related expenses, such as advertising, off-site interview facilities, and travel and lodging of the candidates and consultants. We will work with the Search Committee to keep these expenses at a minimum.

Indemnification – Myers McRae shall hold harmless and indemnify Northwest Florida State College from and against any and all damage or claims that may arise during normal operation of Myers McRae's business, except loss or damage arising from any neglect by Northwest Florida State College, its agents, or employees.

Mr. Brian Pennington, Chair of Trustees
Northwest Florida State College
Page 3

Confidentiality - Candidate applications, materials, and inquiries are confidential to the extent allowed by *Florida's Government in the Sunshine Law* and *Public Records Act*. Search Committee members are requested to adhere to confidentiality guidelines presented at the start of the search.

Equal Opportunity Employment – Throughout the search process for candidates, Myers McRae has a genuine commitment to Equal Opportunity Employment. We endorse the letter and the spirit of the law and make an extra effort to encourage applications from minorities and women.

Warranty – We guarantee the quality of our work. In the event that the President of Northwest Florida State College leaves your employment within the first 12 months, we will conduct a replacement search for no additional professional fee, but all direct expenses would be reimbursed.

Cancellation – You may cancel this search at any time, but in no case would our fee be less than the first monthly billing plus accrued expenses. Should cancellation occur after 90 days, our fee is considered earned in full.

Relationship – The parties agree that all of our actions under this agreement shall be as an independent contractor, and this agreement does not constitute any type of employment, partnership, joint venture, or similar undertaking between the parties.

Amendment – This agreement may be amended only by a written instrument signed by both parties.

We will appreciate your signing and returning one copy of this agreement to formalize our arrangements. We are confident that we will add significant value to the quality of your search process, while enhancing the quality of the pool of candidates from which you will choose the next President. We look forward to working with you and the other leaders of your institution.

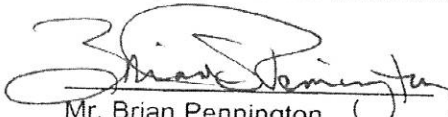
Sincerely,

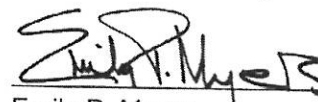


Emily Parker Myers, Chief Executive Officer

ACCEPTANCE

I hereby agree to the terms as described in this letter for the services of Myers McRae.

 4/19/2016
Mr. Brian Pennington
Chair of Board of Trustees
Northwest Florida State College

 4/19/2016
Emily P. Myers
Chief Executive Officer
Myers McRae, Inc.



MYERSMCR AE
EXECUTIVE SEARCH AND CONSULTING

INVOICE

Invoice #NWFSC-04202016-1
Search #1619

R1602109

P1601921

April 20, 2016

4/25/16

PRIVATE & CONFIDENTIAL

Mr. Brian Pennington, Chair of Board of Trustees
Northwest Florida State College
100 College Boulevard
Niceville, Florida 32578

Description		Amount
Search for President of Northwest Florida State College		
Professional Fee	(invoiced in 3 payments of \$20,000 each)	\$60,000.00
Administrative Fee	(invoiced in a single payment)	\$ 1,500.00

AMOUNT DUE – 1st Payment

(includes Professional Fee installment of \$20,000 and Administrative Fee of \$1,500)

\$21,500.00

Due Upon Receipt

For your convenience, we accept payment by check or credit card.

Credit Card Payment: Please contact Ellis McIntyre of Heritage Accounting at 404.964.5666 to make your payment by credit card (VISA, American Express and MasterCard).

Mail Check Payments to:

Myers McRae
515 Mulberry Street, Suite 200
Macon, Georgia 31201

Corporate Office

515 Mulberry Street • Suite 200 • Macon, GA 31201 • 478-330-6222 office • www.myersmcr ae.com



NORTHWEST FLORIDA
STATE COLLEGE

Date: 12/09/15

Vendor: RPA Inc.
2895 S Reach Rd
Williamsport PA 17701-4174

Ship To: Receiving Department
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1601341**

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1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

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Fax: (850) 729-4982

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receiving@nwfsc.edu
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Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 06/30/16

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Item	Description	Quantity	Unit Price	Total
1	Blanket Purchase Order for Presidential Search for the period of 11/1/2015 through 6/30/2016 for on-site position assessment for search for NWFSC President. * Authorized employees to make charges against this blanket purchase order are: Nancy Murphy Toyka Roney * N.Murphy	LOT		50,000.00
			DISCOUNT:	.00
			ADDL CHARGES:	.00
			TOTAL TAXES:	.00
BUYER: Beth Dunn			PO Total:	50,000.00

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Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College


Purchasing Coordinator

VENDOR COPY



Presidential Search Contract

Between Northwest Florida State College
Niceville, Florida

And RPA Inc.
Williamsport, Pennsylvania

For the identification, cultivation, and recruitment of candidates for the position of President, and for consulting services associated with that process, RPA Inc. will:

- Orient the search committee and governing body to the search process and the requirements of confidentiality, and discuss a comprehensive plan for a successful recruitment process.
- Assist in the development and presentation of the charge to the committee.
- Perform a two-day on-site recruitment analysis to develop a profile for the ideal and successful candidate.
- Conduct information exchange sessions during the two-day recruitment analysis with key institutional constituents such as faculty, staff, students, alumni, supporters, and others.
- Develop, in consultation with the committee, a position description and an institutional profile.
- Provide a firm, written timetable outlining the search process.
- Design, prepare, suggest, and place national and regional advertisements.
- Cultivate and secure candidates, nominations, and networking referrals through direct contact by phone or email with hundreds of carefully selected experts.
- Target potential candidates from RPA Inc.'s extensive roster of professional contacts throughout the United States, and prepare and mail a personalized recruitment letter announcing the search to these professionals.
- Promote the opportunity via the Internet to higher education and nonprofit professionals.
- Review, evaluate, and acknowledge all letters of application and resumes.
- Assist the search committee in defining desirable candidate characteristics.
- Conduct a multi-tiered evaluation process to identify superior candidates.
- Suggest uniform evaluation procedures for committee use in ranking candidates.
- Post all candidates' resumes on a password protected website for your review.
- Provide consultation as the committee narrows the candidate pool to approximately six semifinalists.
- Provide two days of consulting to interview semifinal candidates.
- Conduct reference work on semifinalists.
- Provide consultation to debrief the committee on the outcome of interviews and reference work, and consult with the committee as the semifinalist candidates are reviewed and the pool is narrowed to finalist candidates.
- Assist in planning neutral-site interviews between the search committee and the finalist candidates.
- Provide two days of out-of-office consulting to participate in finalist neutral-site interviews.
- Continue reference work on candidates selected for on-site visits.
- Assist in planning on-site interviews of select candidates.
- Debrief the committee and each finalist after the on-site visits.
- Provide consultation as finalists are reviewed and a decision is made to extend an offer to a chosen candidate.
- Complete final reference work and background investigation.
- Serve as facilitator during job and salary negotiations.
- Notify all candidates of the successful outcome of the search and thank them for their participation.
- Thank those who submitted nominations, provided references, or networked throughout the search process.
- Assist in the public announcement of the winning candidate.
- Provide transitional consulting as needed.

Fees

RPA Inc. is a retained search firm whose fees are based on one-third the starting salary of the winning candidate, including any signing bonus—but exclusive of other fringe and employment benefits such as pension, health insurance, etc. and not less than \$64,500. The fee for the search includes: consulting time (including the on-site position assessment, up to two days of face-to-face semifinal candidate qualifying interviews, and three telephone conference calls), printing, postage, materials, telephone, word processing, database support, faxing costs, and one background check on the top candidate.

Not included in the fee are costs for travel, print and electronic advertisements, express delivery, and vendor-assisted telephone conference calls. These costs are billed separately at actual costs. Your institution will be asked to approve any extended travel or unusual expenses in advance.

Should you determine that additional recruitment consulting services would be helpful, our consultants are available at the following per diem rates:

Consulting day by an RPA Inc. Senior Consultant	\$2,500 to \$3,500
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If additional candidates from the pool presented by RPA Inc. are hired at Northwest Florida State College for any other position within 12 months following the close of the search, an additional fee of \$18,000 for each such person shall be due to RPA Inc.

Travel Expense Policy

Commercial air travel will be purchased at the lowest available rate and billed for the actual trip. Corporate air travel will be billed at the available refundable coach rate. Car mileage will be billed at the current IRS mileage rate. Hotels, meals, and non-auto transportation will be billed at the actual cost.

Special Circumstances

Should Northwest Florida State College cause a material delay in action on any activities detailed in the search schedule provided in this agreement, RPA Inc. assumes no responsibility for search closure or maintenance of the candidate pool beyond employing its best efforts to continue providing services to Northwest Florida State College as set forth herein. Additionally, should, during the search process, Northwest Florida State College materially alter the criteria agreed upon prior to the initiation of search activities, including salary or core qualifications, and such change causes the parties to be unable to find a suitable candidate with the newly established requirements from the pool of candidates already developed, RPA Inc. assumes no responsibility for search closure or maintenance of the candidate pool.

In both of these circumstances, RPA Inc. reserves the right to extend the search process to provide time to contact additional individuals and has the option to charge a minimum of \$15,000, subject to the prior approval of Northwest Florida State College. These fees are reflective of the additional work required to further build and cultivate a new or expanded candidate pool.

Governing Law

RPA Inc. and Northwest Florida State College agree that this contract shall be governed by and construed in accordance with the laws of the State of Florida; that this contract was entered into in the City of Niceville, County of Okaloosa, and State of Florida.

Sovereign Immunity

Nothing contained herein is intended to nor shall be construed as a waiver of the College's rights and immunities under the Florida Constitution, common law or Florida Statute 768.28 as amended from time to time.

Attorneys' Fees and Costs

In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

Execution in Multiple Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Assignment

This Agreement may not be assigned by either party.

Amendment

No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

Salary Range and Housing Allowance

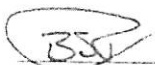
RPA Inc. discusses salary ranges using a statement such as, "We are talking with candidates who have salary expectations that range between (blank) and (blank)," using the range agreed upon by RPA Inc. and Northwest Florida State College. Further, RPA Inc. elicits from the potential candidate his or her salary expectations. Obtaining information in this way allows Northwest Florida State College to make a fully informed decision regarding salaries and leaves salary negotiations fully in the hands of Northwest Florida State College.

Confirmed salary range:

\$190,000 to \$200,000 (range completed by Northwest Florida State College)

Confirmed housing allowance (if applicable):

N/A (allowance completed by Northwest Florida State College)

 (initialed by Northwest Florida State College)

Billing

Invoices will be submitted based on the minimum fee and billed as follows:


- 33% will be billed upon completion of the on-site position assessment.
- 33% will be billed after recruitment letters are sent and advertisements are placed.
- 34% will be billed after semifinal candidates are interviewed by RPA Inc.
- A final adjusted bill will be made after the successful closure of the search to reflect any fee differential relative to the starting salary.

A finance charge of 1.5% per month will be added to amounts due to accounts not paid within 30 days. Annual percentage rate is 18%. Payments may be made by check or by electronic funds transfer.

Billing contact information (completed by Northwest Florida State College):

Name Ms. Nancy Murphy Title Human Resources Director
Address 100 College Blvd Phone # 850-729-5365
Building 320, Room 120 Email murphyn@nwfsc.edu

Accepted By

 Brian Benington, Chair BOT Oct. 27, 2015
for Northwest Florida State College Date

 Lauren Schon, Managing Director 10/27/15
for RPA Inc. Date

6A-14.0734 Procurement Requirements.

(1) Colleges shall, as the circumstances require, publicly solicit the submittal of competitive offers from at least three (3) sources, when purchasing services or commodities exceeding the amount as specified in Section 287.017, Florida Statutes, for Category Three. Solicitations of competitive offers are defined as:

(a) "Competitive sealed bids", "competitive sealed proposals" or "competitive sealed replies", means the process of receiving competitive offers transmitted by secured electronic means or written bids, proposals, or replies.

(b) "Competitive solicitations" or "solicitations" means an invitation to bid, a request for proposal, request for quote, or an invitation to negotiate.

Boards of trustees may adopt smaller amounts beyond which to require the solicitation of competitive offers. The college president or designee reserves the right to reject any or all offers submitted in response to the college's solicitation, and/or solicit new offers as deemed in the college's best interest. When accepting responsive offers to the college's solicitations, colleges shall accept the lowest or best responsive offer. If other than the lowest or best offer meeting specifications is accepted, the college shall maintain a public record of the justification. Recommendation for awards not exceeding the Category Five threshold as specified in Section 287.017, Florida Statutes, may be approved or rejected by the president or a designee if such authority is delegated in policy adopted by the board of trustees. Recommendation for awards exceeding the Category Five threshold as specified in Section 287.017, Florida Statutes, shall be approved or rejected by the board of trustees.

(2) Exceptions to the requirement to solicit competitive offers are:

(a) Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audio-visual materials, graphic and computer based instructional software.

(b) Library books, reference books, periodicals, and other library materials and supplies.

(c) Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperatives.

(d) Food.

(e) Services or commodities available only from a single or sole source.

(f) Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

(g) Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

(h) Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.

(i) Items for resale.

(3) The college president or designee, may waive solicitation requirements in emergencies when there is an imminent threat to students, employees, or public safety or in cases when necessary to prevent damage to the facilities caused by an unexpected circumstance in accordance with rules established by the local board of trustees.

(4) When a board of trustees solicits the submittal of competitive offers and only one responsive offer is submitted, the college may purchase such products or service under the best terms it can negotiate.

Specific Authority 1001.02(1), (9) FS. Law Implemented 1001.02(9), 1010.01, 1010.02 FS. History—Formerly 6A-8.121, Repromulgated 12-19-74, Amended 12-26-77, 6-12-83, 6-27-85, Formerly 6A-14.734, Amended 9-30-86, 11-12-91, 12-18-94, 6-18-96, 2-10-99, 7-20-04, 6-20-07.



NORTHWEST FLORIDA STATE COLLEGE

Date: 03/02/17

Vendor: Gustin, Cothorn and Tucker, Inc.
121 Hart St
Niceville FL 32578

Ship To: Receiving
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

DELIVER BY: 03/06/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

PURCHASE ORDER NO. **P1701601**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

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Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

Item	Description	Quantity	Unit Price	Total
1	<p>SPO - Conceptual Planning for Sim City project Standing Purchase Order Effective PO Date: July 1, 2016 Expiration PO Date: June 30, 2017</p> <p>* Conceptual Planning and Due Diligence Sim City Project NWFSC-Niceville Campus</p> <p>* The total dollar amount of this SPO shall not exceed \$20,000.00 without prior approval from Purchasing Coordinator in the form of a Change Order.</p>	LOT	<p><i>paid</i> 1250.-</p>	20,000.00

BUYER: Beth Dunn

PO Total: CONTINUED

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Director of Purchasing

VENDOR COPY



**NORTHWEST FLORIDA
STATE COLLEGE**

Date: 03/02/17

Vendor: Gustin, Cothorn and Tucker, Inc.
121 Hart St
Niceville FL 32578

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Item	Description	Quantity	Unit Price	Total
*	K. St. Onge / S Jones			
DISCOUNT:				.00
ADDL CHARGES:				.00
TOTAL TAXES:				.00
BUYER: Beth Dunn			PO Total:	20,000.00

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Fax: (850) 729-5215

Northwest Florida State College


Director of Purchasing

VENDOR COPY

TASK ORDER AGREEMENT FOR CIVIL ENGINEERING SERVICES (Master Services Agreement)

This Agreement made on August 26, 2013 between Northwest Florida State College [CLIENT], whose address is 100 College Boulevard, Niceville, Florida 32578, and Gustin, Cothorn & Tucker, Inc., [CONSULTANT], a Florida Corporation having a Florida office located at 121 Hart Street, Niceville, Florida, 32578.

RECITALS

WHEREAS, CLIENT will require the services of qualified firms to perform certain professional and technical services for CLIENT's projects, as determined by the CLIENT; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, CLIENT has selected CONSULTANT through a competitive selection process; and

WHEREAS, the CONSULTANT has the expertise and has thorough knowledge of such services, and has presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to CLIENT dated May 13, 2013 in response to the solicitation of Civil Engineering Services on a continual basis dated April 16, 2013.

NOW, THEREFORE, in consideration of the mutual promises herein, CLIENT and the CONSULTANT agree as follows:

SECTION 1. BASIC SERVICES

1.1. Recitals. The recitals set forth above are true and correct and are incorporated herein as essential terms of this Agreement.

1.2. Basic Services. The services to be performed under this Agreement shall be specifically described for each Assignment in individual Task Orders written and executed in accordance with this Agreement.

Each Assignment will have the following characteristics:

On an as-needed basis, CLIENT will issue Task Orders to the CONSULTANT describing the work required for each Assignment to be undertaken under this Agreement. In response, the CONSULTANT will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties. No work will commence until a fully executed Task Order is received by the CONSULTANT.

1.3. Term of Agreement. This Agreement will become effective upon completion of signatures by both parties and will run through June 30, 2016. When this Agreement expires, it will be automatically extended for any individual executed Task Orders until the scope of work is completed and final invoice is paid. This Agreement may be renewed in annual increments by mutual agreement.

SECTION 2. ADDITIONAL SERVICES

2.1. Written Authorization. Additional services may be required in carrying out the work in each Task Order. These Additional Services will be undertaken only upon written amendment to a Task Order and upon authorization by CLIENT.

SECTION 3. OBLIGATIONS OF CLIENT

3.1. CLIENT Responsibilities. It is agreed that certain obligations shall be performed or furnished by CLIENT. These obligations include:

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate CLIENT's policies and decisions; CLIENT's representative shall be identified in each Task Order.
 - 3.1.2. Arranging for and holding promptly any required meetings.
 - 3.1.3. Providing access to and obtaining permission for the CONSULTANT to enter upon public and/or private lands as required for CONSULTANT to perform surveys, observations, or other necessary functions. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.
 - 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.
 - 3.1.5. Responding within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.
 - 3.1.6. Giving prompt written notice to the CONSULTANT whenever CLIENT becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this Agreement.
- 3.2. Contractor Indemnification and Claims.
- 3.2.1. CLIENT agrees to include the provisions of Section 11.17 of this Agreement in all construction contracts with contractors.
 - 3.2.2. CLIENT agrees to include provisions providing contractor indemnification of CLIENT and CONSULTANT for other contractor's negligence.
 - 3.2.3. CLIENT shall require construction contractor(s) to name CLIENT and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
 - 3.2.4. CLIENT agrees to include the following clause in all contracts with equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CONSULTANT services performed. CLIENT will be the only beneficiary of any undertaking by CONSULTANT."
 - 3.2.5. **Changes.** CLIENT may make or approve changes within the scope of Services under a Task Order. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment to the affected Task Order.

SECTION 4. TIME SCHEDULE

- 4.1. **Authorization.** Unless otherwise directed by CLIENT, the CONSULTANT shall commence the performance of the Basic Services upon execution of a Task Order by both parties which shall constitute Authorization to Proceed.
- 4.2. **Additional Services.** Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to a Task Order by CLIENT and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 5. AMOUNT AND METHOD OF PAYMENT

5.1. Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with the Task Order. CONSULTANT will submit invoices for each Task Order or Task Directive to CLIENT each month covering services completed to date and for those deliverables being completed and submitted. In addition invoice shall include as applicable, materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. Within 30 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 30 days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the CLIENT. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the CLIENT. This invoice shall close this Task Order to future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the CLIENT for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required by the respective Task Order.

5.2. Compensation. The compensation for Services to be defined in each Task Order for each assignment to this Agreement will be based on either a lump sum amount basis, or on CONSULTANT's Rates, included as Exhibit A, for the actual time worked on the Project. Rates are subject to change for the five-year term, upon agreement by both parties. Reimbursement for Direct Expenses is also included in Exhibit A.

5.2.1. Direct Expenses are those necessary costs and charges incurred for the Project and will be reimbursed by the CLIENT as described in the Task Order. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the CLIENT for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent modification of this contract.

5.2.2. Rates to be utilized for the duration of this contract are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses.

5.3. Payment by CLIENT. CLIENT will process payment to the CONSULTANT within 30 days after receipt of CONSULTANT's invoice.

5.4. Delay in Payment. If CLIENT fails to pay CONSULTANT for any undisputed billing within 30 calendar days after receipt of any invoice, CONSULTANT will be entitled to any or all of the following:

5.4.1. Suspension of Work. If CLIENT fails to make payment in full within 45 calendar days of the date due for any undisputed billing, CONSULTANT may, after giving 7 calendar days' written notice to CLIENT, suspend Services under this Agreement until paid in full. CONSULTANT shall be entitled to an adjustment in compensation and the work schedule for the affected Task Order pursuant to Section 8.

SECTION 6. CHANGES

- 6.1. Written Authorization.** CLIENT may, at any time, by written fully executed amendment to a Task Order, make changes in the services or work to be performed within the general scope of this Agreement, including alterations, reductions, therein or additions thereto.
- 6.2. Equitable Adjustment.** Upon receipt by the CONSULTANT of the CLIENT's notification of a contemplated change, the CONSULTANT shall (1) if requested by the CLIENT, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CLIENT of any estimated change in the completion date, and (3) advise the CLIENT in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of any Task Order. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under any Task Order, an equitable adjustment may be made and the Task Order shall be modified in writing accordingly.

SECTION 7. DISPUTES

- 7.1. Dispute Resolution.** If a dispute or complaint [Dispute] arises concerning this Agreement, CONSULTANT and CLIENT will use their best efforts to negotiate a resolution of the Dispute, including the use of alternative dispute resolution options if agreed upon by both parties. Nothing herein will prevent either party from seeking relief from a court of competent jurisdiction for resolution of a dispute or complaint.
- 7.2. Jurisdiction.** This Agreement and the performance thereof shall be construed in accordance with the laws of the State of Florida. Each of the parties hereby consents and submits to the jurisdiction and venue of the courts of Okaloosa County, Florida.
- 7.3. Attorneys' Fees and Costs.** In the event either party is required to seek relief through a court of law or through alternative dispute resolution, the prevailing party in any such action shall be entitled to recovery of reasonable attorneys' fees and costs.

SECTION 8. DELAY OR SUSPENSION OF WORK

- 8.1. Convenience of CLIENT.** CLIENT may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services under any Task Order for such period of time as CLIENT may determine to be appropriate for the convenience of CLIENT.
- 8.2. Adjustment for Delay or Suspension of Work.** If the performance of all or any part of the CONSULTANT's services is suspended, delayed, or interrupted for the convenience of CLIENT, an appropriate extension of time and compensation for the affected Task Order shall be made, and the Task Order modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of CLIENT, the CLIENT, or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT, then CONSULTANT's compensation and the work schedule for the affected Task Order shall be equitably adjusted in writing. In the event delays to the Task Order work is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

SECTION 9. TERMINATION OF AGREEMENT

- 9.1. Written Notice.** This Agreement may be terminated for convenience with 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.
- 9.2. Adjustment for Services Performed.** In the event that this Agreement is terminated by either CLIENT or the CONSULTANT, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination

costs. Such compensation shall be based on the arrangement set forth in each Task Order, unless otherwise agreed.

SECTION 10. INSURANCE

- 10.1. CONSULTANT's Coverage.** Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Agreement at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to CLIENT in a form acceptable to CLIENT. Insurance carriers shall be A+ rated by AM Best Company and have a financial size of X or higher.
- 10.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the CLIENT as an Additional Insured.
- 10.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.
- 10.4. Minimum Coverage.** The minimum required coverage is the following:
- 10.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.
- 10.4.2. General Liability.** Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the CONSULTANT with respect to all work performed by the CONSULTANT under this Agreement.
- Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident
- 10.4.3. Motor Vehicle Liability.** Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:
- Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident
- 10.4.4. Professional Liability.** Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

SECTION 11. GENERAL PROVISIONS

- 11.1. Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the CLIENT, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed under Task Orders issued hereunder.

- 11.2. Successors.** This Agreement is binding on the successors and assigns of CLIENT and CONSULTANT. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and CONSULTANT.
- 11.3. Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of CLIENT and CONSULTANT shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.
- 11.4. Interpretation.** Interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Florida.
- 11.5. Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Agreement. An address may only be changed by written notice.
- 11.6. Entire Agreement.** This Agreement, including any Task Orders, schedules, attachments and referenced documents, is the entire agreement between CLIENT and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by CLIENT and CONSULTANT.
- 11.7. Waivers and Severability.** Unless otherwise specified in this Agreement, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.
- 11.8. Covenants.**
- 11.8.1.** The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel and equipment required to perform the services required by Task Orders to this Agreement, unless modified by the Task Order. Such personnel shall not be employees of, or have a contractual relationship with the CLIENT. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under the Task Order and this Agreement.
- 11.8.2.** CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 11.9. Lower-Tier Subcontracts.** As detailed in the statement of qualifications the CONSULTANT submitted to CLIENT dated May 13, 2013, Gustin, Cothorn & Tucker, Inc. included Matrix Design Group, Inc. and NOVA Engineering and Environmental, LLC as approved subcontractors for this Agreement. Except for the firms mentioned above, CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this Agreement or any Task Order(s) without the prior written consent of CLIENT, which consent may be withheld at CLIENT's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the

provisions of this Agreement. However, neither this Agreement, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and CLIENT, nor shall CLIENT have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

- 11.10. Confidentiality.** CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by CLIENT, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.

11.10.1. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) CLIENT consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from CLIENT, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to CLIENT, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

- 11.11. Conflict of Interest.** Upon receipt of each Task Order and its understanding of the Project, the CONSULTANT shall determine if a conflict of interest exists. Accordingly, CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this Agreement and any authorized Task Orders. A conflict of interest is defined to be any interest which in CLIENT's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

- 11.12. General CONSULTANT Obligations.** In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:

11.12.1. CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this Agreement and each Task Order. Such person shall have complete authority to receive instructions and information from CLIENT and interpret and define CONSULTANT's policies, specifications, and reports.

11.12.2. CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this Agreement for the longer of (1) the period of two years following completion of services under a Task Order; or (2) the minimum period specified by the Florida Department of State. This record retention period may, upon notice to the CONSULTANT by CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

- 11.13. No Third Party Beneficiary Rights.** Nothing in this Agreement shall be interpreted or construed to give any rights or benefits to anyone other than the CONSULTANT, and CLIENT. Therefore, there are no third party beneficiaries of this Agreement.

- 11.14. Order of Precedence.** In the event of conflict between provisions of this Agreement, the conflict or ambiguities shall be resolved by giving precedence as follows: (a) an individual Task Order subject to the conflict, (b) this Agreement, and (c) the Contract's terms and provisions.

- 11.15. Publicity.** CONSULTANT shall not disclose the CLIENT's name or the nature of its services being provided under any Task Order, or engage in any other publicity or public media disclosures with

respect to its services to be performed under this Agreement or under any Task Order without the prior written consent of CLIENT.

11.16. Representatives.

11.16.1. The authorized representatives of the CLIENT shall be:

Name:	Mia Checkley
Title:	Facilities / Risk Management Coordinator
Company:	Northwest Florida State College
Address:	100 College Boulevard
	Niceville, FL 32578
Telephone:	850.729.5351
Facsimile:	850.729.5215
E-Mail:	checklem@nwfsc.edu

11.16.2. The authorized representative for CONSULTANT shall be:

Name:	Matthew H. Zinke
Title:	Engineering Project Manager
Company:	Gustin, Cothorn & Tucker, Inc.
Address:	121 Hart Street
	Niceville, FL 32578
Telephone:	850.678.5141
Facsimile:	850.729.2460
E-Mail:	zinke@gctengineering.com

11.17. CONSULTANT's Personnel at Construction Site.

11.17.1. In the event the presence or duties of CONSULTANT's personnel is necessary pursuant to a Task Order at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

11.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

11.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 12. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

12.1. This Agreement is subject to the following special provisions:

- 12.1.1. Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor if CLIENT requires greater assurance as to any element of cost, feasibility, or schedule.
- 12.1.2. Advertisements, Permits, and Access.** Unless otherwise agreed to in the Task Order, CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or Project construction.
- 12.1.3. CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for CLIENT's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 12.1.4. Legal Assistance.** The Scope of Services in this Agreement does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such services required or requested of CONSULTANT by CLIENT, except for suits or claims between the parties to this Agreement, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Task Order. That, CLIENT will pay CONSULTANT for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by CONSULTANT's negligence. The basis of payment will be defined as a Task Order to this Agreement.

SECTION 13. ATTACHMENTS, SCHEDULES, AND SIGNATURES

13.1. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attachments included are:

- 13.1.1.** Exhibit A –Standard Fee Schedule for Civil Engineering Services to NWFSC.
- 13.1.2.** Execution Authority. This Agreement is a valid and authorized undertaking of CLIENT and CONSULTANT. The representatives of CLIENT and CONSULTANT who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT

Northwest Florida State College

By: 

Ty J. Handy

Title: President

Witness: 

Address for Giving Notice:

100 College Boulevard
Niceville, FL 32578

CONSULTANT

Gustin, Cothorn & Tucker, Inc.

By: 

Allen E. Tucker

Title: President

Witness: 

121 Hart Street
Niceville, FL 32578

***** END *****

Building and Campus Information:

Location	Acreage	Acquisition Date	Gross Square Footage
Niceville	263.54	January 1966	779,763
CNC	89.50	August 1970	25,102
NWFSC/UWF	156.00	December 1990	115,579
Sikes	5.30	October 1993	15,883
South Walton	32.00	January 2010	14,271
Totals	546.34		950,597

Contracts under Facilities:

Architect Firms – Bay Design, Clemons Rutherford & Associates

*Clemons Rutherford did our new campus signage.

Engineering Firms – Gustin, Cothorn & Tucker for Civil Engineering

*Public Safety Equipment Building, Loop Road Utilities

Humber-Garick Consulting Engineers for Electrical, Mechanical

*Public Safety Building, Welding/Machining, Loop Road Utilities

Avcon for Civil, Mechanical, Electrical

*Ft-Walton Hot & Chilled Water Line Replacement

The Contract Term is for three years, with two one year extensions.



NORTHWEST FLORIDA STATE COLLEGE

Date: 09/09/16

Vendor: CollegeNET Inc.
805 SW Broadway Suite 1600
Portland OR 97205

Ship To: Issue Payment
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1700953**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accounts payable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 09/16/16

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
1	<p>PO Change #1 to decrease line item #1 and add an additional line item for the quarterly payments per Regina's email request on 10/24/16</p> <p>Series 25 Live Service Fees (One Month Only) For the period of July 1, 2016 - June 30, 2017</p> <p>Item SF25L Service fee 25 Live \$1,397.50 Item SFS25I Service fee S25i \$ 422.50 Item SFGEN Service fee Banner Interface \$197.50 Item SFX25 Service fee X25 \$1,862.50</p> <p>* Pricing per invoice no 056168 9/1/2016 *</p>	1.00 EA	3,880.0000	3,880.00

BUYER: Beth Dunn

PO Total: CONTINUED

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator

VENDOR COPY

close when paid in full



NORTHWEST FLORIDA
STATE COLLEGE

Date: 09/09/16

Vendor: CollegeNET Inc.
805 SW Broadway Suite 1600
Portland OR 97205

Ship To: Issue Payment
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1700953**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accountspayable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 09/16/16

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
	R Tucker			
2	25Live - test & Production Instances	3.00 EA	7,147.5000	21,442.50
	2.1 25Live - Web based event calendaring, scheduling, publishing			
	2.2 X25 Web based analytics for space utilization management and business intelligence			
	2.3 R25i - full-featured event, space and resource management software hosted by CollegeNET & delivered via Ciltrix			
	2.4 Schedule25 - enables automated, optimized, classroom scheduling hosted by CollegeNET & delivered via Ciltrix			
	2.5 R25 - provide a web-based master calendar to			

BUYER: Beth Dunn

PO Total: CONTINUED

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator

VENDOR COPY



**NORTHWEST FLORIDA
STATE COLLEGE**

Date: 09/09/16

Vendor: CollegeNET Inc.
805 SW Broadway Suite 1600
Portland OR 97205

Ship To: Issue Payment
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1700953**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accounts payable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 09/16/16

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

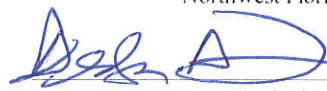
Item	Description	Quantity	Unit Price	Total
	the R25/R25i event data * Per Series 25 Service Level Agreement for the period October 1, 2016 - June 30, 2017			
			DISCOUNT:	.00
			ADDL CHARGES:	.00
			TOTAL TAXES:	.00
BUYER: Beth Dunn			PO Total:	25,322.50

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College


Purchasing Coordinator

VENDOR COPY



Service Selection Addendum For Series25® Services

This Service Selection Addendum for Series25® Services ("Series25 Addendum") supplements and amends the Master Services Agreement dated March 13, 2013 ("Agreement") between Northwest Florida State College ("Customer") and CollegeNET, Inc. ("CollegeNET").

This Series25 Addendum is between Customer and CollegeNET and is effective 10-3, 2016 ("Addendum Effective Date").

1. **Incorporation of Terms.** This Series25 Addendum incorporates all the terms, conditions, and definitions of the Agreement between Customer and CollegeNET. The parties agree that any standard terms and conditions included in or referenced by any document issued by one party to the other (such as a purchase order or invoice) will not apply.
2. **Previous Agreements.** This Series25 Addendum supersedes and replaces the following previously executed agreement(s) between the parties:

Service Selection Addendum for Series25 Services dated 3/13/13

In consideration of the termination of the above agreement(s), CollegeNET will send Customer an invoice for the prorated Annual Fee specified below, and Customer will pay the prorated Annual Fee to CollegeNET within thirty (30) days of the invoice date.

Prorated Annual Fee: \$ N/A

3. **Description of Series25® Services.** The Series25 services are delivered using a software as a service ("SaaS") model hosted by CollegeNET. For the Series25 services selected by Customer ("Services"), Customer may access the Services via secure Internet connection.
4. **Selection of Series25 Services.** Customer selects the following Series25 services ("Services"):
 - ☒ **25Live - test & production instances** (including 25Live Interactive Report Writer)
 - ☒ **Schedule25:** For unlimited rooms
 - ☒ **R25 for one (1) year from Addendum Effective Date**
 - ☒ **X25**
 - ☒ **SIS Interface:** LYNX for Banner
5. **Location.** Customer may use the Licensed Software and Services for the following location(s):
Niceville, FL



6. **License and Restrictions on Use.** Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the Licensed Software and Services in accordance with the Agreement, this Series25 Addendum, and any applicable CollegeNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Licensed Software or Services for any purpose. CollegeNET hereby designates the Licensed Software and all documentation as Confidential Information under the Agreement.
7. **Fees for the Licensed Software and Services Selected by Customer.**
 - 7.1. **Initial Fee.** Customer will pay CollegeNET an initial fee ("Initial Fee") for the Licensed Software and Services. The Initial Fee is specified below. CollegeNET will send Customer an invoice for the Initial Fee, and Customer will pay the Initial Fee to CollegeNET within thirty (30) days of the invoice date.

Initial Fee: \$n/a
 - 7.2. **Quarterly Fee.** Customer will pay CollegeNET a quarterly fee ("Quarterly Fee") for the Licensed Software and Services. The Quarterly Fee will be billed in arrears. CollegeNET will send Customer an invoice for the first Quarterly Fee at the end of the calendar quarter that includes the Addendum Effective Date. The first Quarterly Fee will be prorated to \$ N/A. At the end of each calendar quarter thereafter, CollegeNET will send Customer an invoice for the Quarterly Fee. Customer will pay the Quarterly Fee to CollegeNET upon receipt of the invoice. CollegeNET will notify Customer by invoice of the amount of each Quarterly Fee. Any increase in the amount of the Quarterly Fee will be subject to the limitation contained in this Section 7.

Quarterly Fee: \$7,147.50
 - 7.3. **25Live Accounting Function.** CollegeNET's 25Live service includes the capability to set up and manage billing accounts; generate invoices and pre-defined accounting reports against Customer's Series25 pricing data; and record payments received. Use of the 25Live accounting function is at Customer's option. Customer will notify CollegeNET in writing when it wants to begin using the 25Live accounting function. Within thirty (30) days after receiving Customer's request, CollegeNET will set up one (1) institutional account for Customer which will include three (3) user accounts so that Customer can access the 25Live accounting function. There will be no charge for this one (1) institutional account and the three (3) associated user accounts. If Customer wants more than one institutional account to access the 25Live accounting function, Customer will notify CollegeNET in writing, and CollegeNET will set up the additional institutional account(s) for Customer within a reasonable period of time after receiving Customer's request. Each additional institutional account will cost \$250.00 per quarter, and will include three (3) associated user accounts. At the end of each calendar quarter, CollegeNET will invoice Customer in arrears for any additional institutional accounts, and Customer will pay CollegeNET within thirty (30) days of the invoice date.
 - 7.4. **Fee Increases.** All fees are net of taxes. CollegeNET reserves the right to increase fees up to five percent (5%) per year.

A handwritten signature in the bottom right corner of the page, appearing to be "gth".



8. **Customers Located Outside of the United States.** If Customer is located outside of the United States, CollegeNET reserves the right to require payment by letter of credit drawn on a United States-based bank or other financial institution approved by CollegeNET.
9. **Warranties.** In addition to the warranties set forth in Section 12.2 (CollegeNET Warranties) of the Master Services Agreement, CollegeNET represents and warrants that the Licensed Software will perform all the functional capabilities described in, and otherwise conform in all material respects to, the specifications set forth in the applicable documentation. The performance warranties stated in this Section do not apply to conditions caused by any of the following: (1) misuse, alteration, modification, or negligent operation of the Licensed Software by Customer; (2) failure by Customer to provide a suitable operating environment for the Licensed Software; or (3) Customer's use of the Licensed Software with any equipment or software that CollegeNET has not approved for use with the Licensed Software.
10. **Term.** This Series25 Addendum commences on the Addendum Effective Date specified above and continues until June 30. Provided that Customer has timely paid the fees specified in this Series25 Addendum, this Series25 Addendum will automatically renew for a one (1) year period on July 1 of each year thereafter.
11. **Termination.**
 - 11.1. Either party may terminate this Series25 Addendum by providing ninety (90) days written notice to the other party. Termination of this Series25 Addendum terminates all licenses and access rights granted to Customer under this Series25 Addendum. If Customer wants to terminate its rights to use or access some, but not all, of the Licensed Software and/or Services selected under this Series25 Addendum, Customer will notify CollegeNET in writing. In case of either complete or partial termination, Customer will pay to CollegeNET the Quarterly Fees that accrued or would have accrued through the date of termination for the terminated Licensed Software and/or Services.
 - 11.2. Upon termination of any license or access right granted under this Addendum, Customer will either return to CollegeNET or destroy, and provide CollegeNET with an affidavit of destruction of, all originals and copies of the applicable Licensed Software and documentation.
12. **Citrix Environment.** CollegeNET will license and maintain the server software necessary to provide a Citrix Metaframe environment so that Customer can access the Schedule25 and/or R25 Services, if selected by Customer. CollegeNET will provide sufficient capacity in the licensed server software to support up to a maximum of five (5) seats for Customer free of charge. Customer is responsible for acquiring and supporting the Citrix client software necessary to access the Services. CollegeNET will provide Customer with the specifications and requirements for the Citrix client software.
13. **Conditions for R25 Services and/or 25Live Services.** If Customer is purchasing the right to use R25 Services and/or 25Live Services, CollegeNET will set up two (2) secure databases on CollegeNET-hosted servers. Customer will either populate the databases with all data required for the Services or provide the data to CollegeNET in a mutually agreed upon format for batch upload into the databases. At any time prior to termination of this Series25 Addendum, Customer may submit a written request to CollegeNET for a copy of Customer's R25 and/or 25Live production data. Provided that Customer has paid all applicable fees, CollegeNET will, within thirty (30) days after receipt of Customer's written request, provide in XML or other mutually agreed upon format Customer's R25

gsc



and/or 25Live production data from the database on CollegeNET-hosted servers. In the event this Series25 Addendum is terminated, CollegeNET will delete the two (2) secure databases on CollegeNET-hosted servers. If Customer uses Shibboleth single sign-on, Customer must provide a Shibboleth account for CollegeNET's use to enable authenticated access to Customer's 25Live instance.

14. **Conditions for X25 Services.** If Customer is purchasing the right to use X25 Services, Customer agrees that CollegeNET may incorporate quantitative, analytic measures of Customer's data obtained via X25 in a benchmarking module that CollegeNET may, but is not obligated to, develop sometime in the future. Such incorporation, if any, will not disclose Customer's identity.
15. **Contacts.** Customer will appoint an Application User Contact and Application Technical Contact to coordinate communications between CollegeNET and Customer regarding the Licensed Software and Services, and Customer will instruct its user community to direct questions, comments, and suggestions to its designated contacts, who will relay these to CollegeNET when appropriate. Customer agrees to notify CollegeNET of the contacts and any changes to the contacts. Customer designates the following person as its contact for accounting matters:

Name: Gregory S. Ellerg
Title: CIO
Address: 100 College Blvd
Niceville, FL 32578
Phone: 850-729-5332
Fax: 850-729-6096
Email: ellerg@nwfec.edu

16. **Support.**
 - 16.1. **Customer Support.** CollegeNET will provide support for the Licensed Software and the Services in accordance with the terms of this Addendum and CollegeNET's then current written Series25 Customer Handbook.
 - 16.2. **Support Tickets.** A "Support Ticket" will be generated for each discrete issue, concern, or matter directly relating to the Licensed Software and the Services for which Customer requests assistance, other than routine administrative tasks. CollegeNET will provide reasonable support at no additional charge to Customer. If in CollegeNET's reasonable judgment Customer's use of support becomes excessive or is otherwise unreasonable, CollegeNET may require Customer to obtain training and/or consulting services to address its needs.
 - 16.3. **Proper Environment.** CollegeNET's obligations to provide support, service, maintenance, and enhancements are conditioned upon Customer using the Licensed Software and the Services with the hardware, operating system, database, web browser, and software utilities (including the current versions thereof) that CollegeNET recommends. In addition, Customer agrees to use reasonable efforts to develop staff knowledge and expertise in the implementation, use, and maintenance of the Licensed Software and the Services.
17. **Training and Consulting.** If Customer requests training or consulting services from CollegeNET, Customer and CollegeNET may enter into a separate written Addendum.



18. **Survival.** In addition to payment obligations accrued prior to the termination date and the sections specified in the Agreement, the following sections of this Series25 Addendum will survive termination of this Addendum: Survival, Order of Precedence.
19. **Order of Precedence.** In the event of a conflict between the Master Services Agreement and this Series25 Addendum, the terms and conditions of this Series25 Addendum will control for the subject matter of this Addendum.
20. **Authority to Contract.** Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.

805 SW Broadway, Suite 1600
Portland, Oregon 97205
USA

By: 

Name: Julia Noonan

Title: VP of Sales

Customer Northwest Florida State College

Address: 100 College Blvd

Niceville, FL 32578

By: 

Name: Gregory S. Eiler

Title: CIO





Series25[®] Service Level Agreement

This Series25[®] Service Level Agreement ("Series25 SLA") supplements and amends the Series25 Addendum dated 10-3- 2016 ("Addendum") between Northwest Florida State College ("Customer") and CollegeNET, Inc. ("CollegeNET").

This Series25 SLA is between Customer and CollegeNET and is effective 10-3- 2016 ("SLA Effective Date").

1. **Incorporation of Terms.** This Series25 SLA incorporates all the terms, conditions, and definitions of the Addendum between Customer and CollegeNET.
2. **Description of Series25[®] Services.** The Series25 services are delivered using a software as a service ("SaaS") model hosted by CollegeNET. For the Series25 services selected by Customer ("Services"), Customer may access the Services via secure Internet connection.
 - 2.1. **25Live[®]** enables Web-based event calendaring, scheduling, and publishing.
 - 2.2. **X25[®]** provides Web-based analytics for space utilization management and business intelligence.
 - 2.3. **R25i[®]** is full-featured event, space, and resource management software hosted by CollegeNET and delivered via Citrix.
 - 2.4. **Schedule25[®]** enables automated, optimized, classroom scheduling hosted by CollegeNET and delivered via Citrix.
 - 2.5. **R25[®] WebViewer** provides a Web-based master calendar to the R25/R25i event data.
3. **Maintenance.**
 - 3.1. **Scheduled Maintenance.** Many of the tasks necessary to repair, maintain, or improve operation of the Series25 Services can be accomplished without interrupting access to the Services. For tasks that do require interrupting access to the Services, CollegeNET will notify Customer via email at least five (5) days in advance of the interruption. CollegeNET will use reasonable efforts to schedule such interruptions for off-peak (low usage) times.
 - 3.2. **Unscheduled Maintenance.** If access to the Services is interrupted without prior notice, CollegeNET will, if possible, promptly present a maintenance page to users attempting to access the Services. The maintenance page will indicate that the Services are temporarily unavailable and include other appropriate information, such as how long the interruption is expected to last, if known, and how to contact CollegeNET with questions or concerns. CollegeNET will notify Customer via email if the interruption is expected to last more than two (2) hours.
4. **Service Level.**
 - 4.1. **Guaranty.** The Series25 Services will be available for use 99.9% of the time in any given calendar quarter, excluding interruptions resulting from: (a) Scheduled Maintenance (described above); (b) Customer equipment or LAN failure; (c)



Customer caused disruptions; (d) interconnections to or from the Internet; and (e) force majeure events.

- 4.2. **Service Level Credit.** If Customer is unable to access the Services (a "Service Level Failure"), Customer should contact CollegeNET Support to report the incident. A Service Level Failure begins upon receipt by CollegeNET of an incident report and ends when the affected Service is operational. As its sole and exclusive remedy, Customer will be entitled to a "Service Level Credit" if: (a) Customer reports more than two (2) Service Level Failures for the same Service in a calendar quarter; (b) the Service Level Failures were not the result of any of the causes specified in Section 4.1 above; and (c) Customer requests a Service Level Credit in writing within thirty (30) days after the end of the calendar quarter in which the Service Level Failures occurred. If all of the above conditions are satisfied, CollegeNET will apply a Service Level Credit to Customer's account in an amount equal to ten percent (10%) of the Quarterly Fee (or ten percent (10%) of one fourth (1/4) of the Annual Fee, if applicable) for the affected Service. An unused Service Level Credit will not have any cash value at the end of the Addendum term or otherwise.

5. **Software Updates.**

- 5.1. **Patches.** CollegeNET will periodically apply patches to the Series25 Services. CollegeNET will notify Customer via email at least five (5) days before applying a patch, unless CollegeNET determines there is an urgent need to apply a patch.
- 5.2. **25Live and X25.** CollegeNET will periodically upgrade the software underlying the 25Live and X25 Services. Three (3) weeks before a scheduled release date, CollegeNET will send Customer an email announcing the release date and providing an overview of the expected functionality of the upcoming release.
- 5.2.1. **25Live – Database Hosted by CollegeNET.** On the release date, CollegeNET will upgrade Customer's test instance(s) of 25Live and send Customer an email with the release notes. Four (4) to eight (8) weeks after the release date, CollegeNET will upgrade Customer's production instance(s) of 25Live.
- 5.2.2. **X25.** On the release date, CollegeNET will upgrade the X25 software and send Customer an email with the release notes.

6. **Refresh of 25Live Test Instance Data.** Within three (3) business days of receiving Customer's written request, CollegeNET will refresh the data in Customer's test instance(s) of 25Live with current data from Customer's production instance of 25Live. CollegeNET will refresh Customer's data no more frequently than two (2) times per release cycle and no more than eight (8) times per calendar year.
7. **Backups.** CollegeNET will perform automated and encrypted network backups on a regularly scheduled basis and will store archives to a large tape library. Series25 Services will remain accessible during backups and will be configured to provide for continual operation. Backup copies will be kept: (a) on-site, in a secure location for quick restoration; (b) off-site locally, with a third party secure storage provider; and (c) off-site remotely, in a co-location facility in a seismically stable zone for restoration should CollegeNET's primary server facility be compromised to such an extent that the Services cannot be restored within a commercially reasonable timeframe from the on-site or local off-site backups. In addition to backups, most CollegeNET servers use RAID technology to greatly increase the reliability of the information while on disk.

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8. **Disaster Recovery.** Provided that standard communication channels remain open following a disaster that impacts CollegeNET's ability to deliver Services, CollegeNET shall provide Customer timely notice of the disaster. CollegeNET will use commercially reasonable efforts to restore Services critical to Customer's business operations as soon as possible. If a disaster results in a Service being unavailable to Customer for more than 48 continuous hours, CollegeNET will not charge Customer for the affected Service for the number of the days that the Service remains unavailable.
9. **Authority to Contract.** Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.

805 SW Broadway, Suite 1600
Portland, Oregon 97205
USA

By: 

Name: Julia Norman

Title: VP of Sales

Customer Northwest Florida State College

Address: 100 College Blvd

Wiceville, FL 32578

By: 

Name: GREGORY S. EILER

Title: CIO





**NORTHWEST FLORIDA
STATE COLLEGE**

Date: 06/14/17

Vendor: Gichuru, Margaret
108 W. Bald Eagle St. Rear
Lock Haven PA 17745

Ship To: HOLD CHECK
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1702075**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accounts payable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 06/16/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
1	Online course development to develop online courses for B.S. ECE EEC 3227, EEC 4940, EEX 3604 From June 1, 2017 - August 4, 2017 * Professional Services Contract * DKneeland / BS Ed	1.00 EA	2,000.0000	2,000.00
DISCOUNT:				.00
ADDL CHARGES:				.00
TOTAL TAXES:				.00
BUYER: Beth Dunn				PO Total: 2,000.00

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Director of Purchasing

VENDOR COPY



NORTHWEST FLORIDA
STATE COLLEGE

PRINT ONLY

Print Form

Contract for Professional Services

Requisition Number:

R 1702193

Name: Dr. Margaret Gichuru

T.I.N.:

SSN/519-61-9418

Address: 108 W Bald Eagle St. Rear

Street or Post Office Box

City: Lock Haven

State: Pennsylvania

ZIP: 17745

1. Professional Services to be Performed:

(State the services to be performed, the rate of pay, payment schedule, documentation requirements, and effective dates of contract. Attach an additional sheet, if necessary.)

Flat rate of \$2000 to be paid for course development from June 1- August 4, 2017. Develop B.S. ECE courses for online instruction EEC 32227, EEC 4940, EEX 3604 to include weekly modules, assignments, quizzes/tests, and other course activities appropriate to each course. Should deliver completed eight-week module for EEC 3227 and 16-week modules for EEX 3604 and EEC 4940 by August 4, 2017.

Additional grant restrictions and regulations are applicable.

If yes, provider is responsible for adherence to all grant provisions.

☐ Yes

☒ No

Contract Amount: 2,000

2. Warranty/Guarantee:

(When equipment is a part of the contract, the person providing the professional services and the manufacturer of the material shall furnish Owner with a standard manufacturer's written warranty and guarantee.)

3. Attorney's Fees

In the event the provider of professional services breaches this contract and the Owner is required to make legal action to resolve the breach, or to recover any monies which may be due to hereunder, then, in those events, the provider of the services shall pay all costs for legal action or collection, including reasonable attorney's fees.

4. Collusion or Fraud

The provider of professional services certifies that their proposal to provide the services stated herein is in all respects fair and without collusion or fraud.

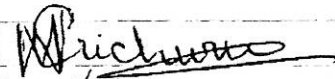
5. Work Products

The provider of professional services agrees that the College shall have sole and exclusive ownership and rights to those work products which are subject to trademark, copyright, or patent statutes and which are developed and produced in the performance of the contracted professional services, except as may be otherwise provided in addenda to this contract.

6. Indemnification

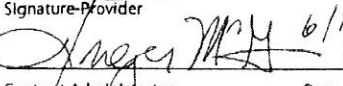
The Provider shall be liable, and agree to be liable for, and shall indemnify, defend and hold the College harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of negligence or omission by the Provider in the course of the operation of this contract.

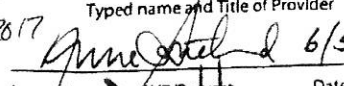
APPROVALS

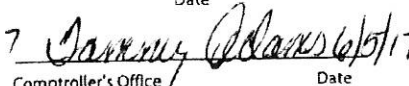

Signature-Provider

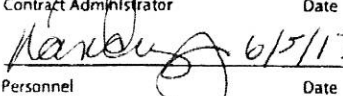
MARGARET GICHURU
Typed name and Title of Provider

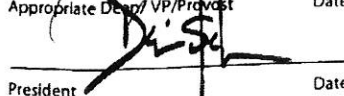
June 1, 2017
Date

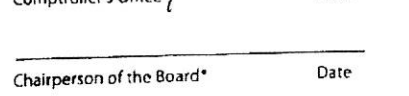

Contract Administrator Date 6/1/2017


Appropriate Design/VP/Provost Date 6/5/17


Comptroller's Office Date 6/5/17


Personnel Date 6/5/17


President Date 6/5/17


Chairperson of the Board* Date 6/5/17

BS Teacher Education
Department

2F0074
Index

☐ Account Code _____
Check One: ☒ 650070 (Misc)
☐ 645070 (Instructional)

* If the cost of services exceed the limits approved by the District Board of Trustees for waiver of bids (Policy #6Hx17-4.20), the Chairperson of the Board must sign the contract.



NORTHWEST FLORIDA STATE COLLEGE

Date: 05/23/17

Vendor: PT Solutions Holdings, LLC
1990 Vaughn Rd NW Ste 330
Kennesaw GA 30144-7817

Ship To: Issue Payment
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1701991**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accounts payable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 05/26/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
1	Athletic trainer services NWFSC Athletic Training Program September 2016-August 2017 * Pricing per invoice NWFSC2016-2017 3/30/2017 6A-14.0734 (2)(f) Professional services Sept 2016 - Dec 4, 2016 = \$4,684.93 Dec 5, 2016 - August 2017 = \$18,493.15 * R Ross	1.00 EA	23,178.0800	23,178.08
DISCOUNT:				.00
ADDL CHARGES:				.00
TOTAL TAXES:				.00

BUYER: Beth Dunn

PO Total: 23,178.08

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Director of Purchasing

VENDOR COPY

ATHLETIC TRAINER SUPPORT AGREEMENT

AGREEMENT, dated as of the 2nd day of December 2016, between **TWIN CITIES HOSPITAL** (the "Hospital") and **Northwest Florida State College** (the "School").

WITNESSETH:

WHEREAS, the Hospital maintains and operates an acute care hospital facility with certified and licensed athletic trainers and support employees;

WHEREAS, the School is an educational institution offering academic and athletic opportunities to its students;

WHEREAS, the Hospital desires to assist the School in developing and maintaining an athletic training program designed to reduce athletic injuries and promote the safe and prompt rehabilitation of students after athletic injuries, and

WHEREAS, the School desires to obtain the assistance of and use the facilities and services of the Hospital to complement its interscholastic athletic events and physical education program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby covenant and agree as follows:

1. The School agrees to identify one or more duly licensed physicians who will be available and serve as "team physicians". Said "team physician" is not an employee of the School and will act as an independent contractor.
2. The School shall provide and maintain an appropriate level of athletic training supplies.
3. The School shall provide appropriate space for the conduct of any athletic training program, including appropriate equipment for the development of preventative programs.
4. The School agrees to provide appropriate support for the development of a student athletic training program. The School shall be solely responsible for determining the times of practice and for scheduling all athletic programs.

5. The Hospital agrees to provide athletic trainers duly certified in the State of Florida who shall be employees of, or under contract with, the Hospital. The Hospital shall be responsible for the payment of all compensation and for providing all employment support and benefits, including workers' compensation coverage, for such athletic trainers. The Hospital, with the consent of the School, shall designate an individual to serve as the primary athletic trainer. The Hospital will provide an alternate certified athletic trainer when the primary athletic trainer is unavailable. The primary athletic trainer shall coordinate alternate coverage with the athletic director of the School.
6. The Hospital, using the services of its athletic trainer, shall provide the following services to the School:
 - a. Coordinate the establishment of an athletic training room at the School.
 - b. Advise the School as to the supplies and training equipment for the athletic training program.
 - c. Assist the School faculty and athletic coaching staff in the design and implementation of a student athletic training program.
 - d. Assist the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School's athletic coaching staff.
 - e. Provide conditioning and flexibility training suggestions to the School's coaching staff with the advice and consent of a team physician.
 - f. Assist a team physician in designing and implementing a medical records system for athletic injuries.
 - g. Monitor athletic injuries and develop injury prevention training programs with the advice and consent of a team physician.
 - h. Coordinate and provide injury follow-up and evaluation for the team physicians.
7. The Hospital will be responsible for providing general liability and professional liability insurance for its services provided under this Agreement, including specifically all service of the athletic trainer. The School will be responsible for providing general liability and professional

liability for the activities of its employees. Both parties shall substantiate to the satisfaction of the other party that such insurance is in force. The team physicians shall be responsible for providing their own professional insurance and shall substantiate to the satisfaction of the School and the Hospital that such insurance is in force. Northwest Florida State College shall only be subject to liability arising from injury to persons or property that results directly for the active negligence of Northwest Florida State College, its officers, trustees, employees or authorized agents and only to the extent sovereign immunity is waived by Florida Statue Section 768.28.

8. The Hospital's will provide one full time athletic trainer whom will attend the practices and games of the School. In the event of a conflict in the scheduling of practices or games, the Hospital's athletic trainer, in conjunction with the School's athletic director, will determine which athletic events are to be covered.
9. The compensation to be paid by the School to the PT Solutions Holdings, LLC includes all the expenses of the Hospital's athletic trainer, except when the School requests the Hospital's athletic trainer to participate in an out-of-town athletic event requiring travel and/or overnight lodging. In such situations, the School shall provide and pay the direct costs of such additional expenses as they are incurred by or on behalf of the Hospital's athletic trainer. The School will pay a total of \$25,000 per year to PT Solutions Holdings, LLC, payable in a payment of \$25,000 due within 30 days of invoice.
10. Nothing in this Agreement shall be construed to consider either party or their respective employees as the agents or employees of the other party. Without limiting the generality of the foregoing, the Hospital, shall not, and shall not be considered, to exercise any control over the team physicians or their professional judgement.
11. This Agreement shall be effective from the date first written above. The term of the Agreement shall be Dec 5, 2016 to May 30, 2019, subject to the right of either party to terminate this Agreement upon 30 days prior written notice. This Agreement supersedes IN WITNESS WHEREOF; the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

TWIN CITIES HOSPITAL

By: _____

Title: _____



NORTHWEST FLORIDA STATE COLLEGE

Date: 01/11/17

Vendor: Forde, Corey
D/B/A 4-D Photography LLC
351 Shady Creek Ln
Defuniak Springs FL 32435-6038

Ship To: Receiving Department
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1701409**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accounts payable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 06/30/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
1	<p>POC #1 stating it's a Prof Service Contract</p> <p>Standing PO for Prof.Serv Contrac for photographer for student productions</p> <p>Effective date: Jan 10, 2017</p> <p>Expiration date: June 30, 2017</p> <p>* Authorized employees to make charges against this standing purchase order are: Jeanette Shires Cathy Trolan Jeremy Ribando * J Shires</p> <p><i>paid 100 150</i></p>	LOT		900.00
DISCOUNT:				.00
ADDL CHARGES:				.00
TOTAL TAXES:				.00
BUYER: Beth Dunn				PO Total: 900.00

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Director of Purchasing

VENDOR COPY



NORTHWEST FLORIDA STATE COLLEGE

PRINT ONLY

Print Form

Registration Number

R

Contract for Professional Services

Name: Corey Forde/4D Photography

T. No.

Address: 351 Shady Creek Lane

Street or Post Office Box

City: Defuniak Springs

State: Florida

ZIP: 32435

1. Professional Services to be Performed:

(State the services to be performed, the rate of pay, payment schedule, documentation requirements, and effective dates of contract. Attach an additional sheet, if necessary.)

Official photographs for 2016-2017 school productions. Fee includes: photo shoot (specific dates TBD per production), touchup and delivery of approx. 40-75 photographs per production (exact number to be determined per production in mutual agreement with the director of that production), \$50/hour. Approximately 3 hours per production. Photographer to provide detailed professional invoice at delivery of CD with high resolution photographs and copyright release.

Additional grant restrictions and regulations are applicable.
If yes, provider is responsible for adherence to all grant provisions.

Yes

No

Contract Amount: approx \$900.00

2. Warranty/Guarantee:

(When equipment is a part of the contract, the person providing the professional services and the manufacturer of the material shall furnish Owner with a standard manufacturer's written warranty and guarantee.)

3. Attorney's Fees

In the event the provider of professional services breaches this contract and the Owner is required to make legal action to resolve the breach, or to recover any monies which may be due hereunder, then, in those events, the provider of the services shall pay all costs for legal action or collection, including reasonable attorney's fees.

4. Collusion or Fraud

The provider of professional services certifies that their proposal to provide the services stated herein is in all respects fair and without collusion or fraud.

5. Work Products

The provider of professional services agrees that the College shall have sole and exclusive ownership and right to those work products which are subject to trademark, copyright, or patent statutes and which are developed and produced in the performance of the contracted professional services, except as may be otherwise provided in addenda to this contract.

6. Indemnification

The Provider shall be liable, and agree to be liable for, and shall indemnify, defend and hold the College harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of negligence or omission by the Provider in the course of the operation of this contract.

APPROVALS

Signature-Provider

Corey Forde - Photographer

Typed name and Title of Provider

11-21-2016

Date

Contract Administrator

Date

Appropriate Dean/VP/Provost

Date

Comptroller's Office

Date

Personnel

Date

President

Date

Chairperson of the Board*

Date

Fine Arts

\$10200

Department

Index

Check One:

☒ Account Code

65000 (misc)

645070 (Instructional)

* If the cost of services exceed the limits approved by the District Board of Trustees for waiver of bids (Policy #6017-4.20), the Chairperson of the Board must sign the contract.



**NORTHWEST FLORIDA
STATE COLLEGE**

Date: 07/01/16

Vendor: Garratt-Callahan Company
50 Ingold Rd
Burlingame CA 94010-2206

Ship To: Physical Plant - Patty - P1700016
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. P1700016

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accountspayable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 06/30/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
1	SPO Water Treatment agreement Collegewide * THIS IS A STANDING PURCHASE ORDER * Effective PO Date: July 1, 2016 Expiration PO Date: June 30, 2017 * Labor and Materials to provide the following: Testing & correction of water chemistry for Cooling Towers @ FWB and Niceville Campuses. Testing & correction of water chemistry in closed looped water system for Niceville campus chilled water and hot water supply loops, also includes	EA		19,200.00

BUYER: Dedria Lunderman

PO Total: CONTINUED

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator



MAILED
8/1/16

VENDOR COPY



NORTHWEST FLORIDA
STATE COLLEGE

Date: 07/01/16

Vendor: Garratt-Callahan Company
50 Ingold Rd
Burlingame CA 94010-2206

Ship To: Physical Plant - Patty - P1700016
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

PURCHASE ORDER NO. **P1700016**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
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accounts payable@nwfsc.edu
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Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

DELIVER BY: 06/30/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

Item	Description	Quantity	Unit Price	Total
	closed loop systems @ Arena, Student Services, FWB Campus, Sikes Center and CNC, LRC and Science Bldg			
	* The total dollar amount of this SPO shall not exceed \$19,200.00 without prior approval from Purchasing Director in the form of a Change Order. * Service Agreement Customer Number: 595120 * Rickard			
2	SPO Formula 242 - Water Treatment Chemicals Formula 202 - Water Treatment Chemicals	LOT		2,200.00

BUYER: Dedria Lunderman

PO Total: CONTINUED

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator

VENDOR COPY



**NORTHWEST FLORIDA
STATE COLLEGE**

Date: 07/01/16

Vendor: Garratt-Callahan Company
50 Ingold Rd
Burlingame CA 94010-2206

Ship To: Physical Plant - Patty - P1700016
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

DELIVER BY: 06/30/17

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

PURCHASE ORDER NO. P1700016

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

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accountspayable@nwfsc.edu
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receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

Item	Description	Quantity	Unit Price	Total
	Formula 60 - Treatment Chemical for Chilled and Hot Water Systems (HVAC) Price per Invoice No. 794708, dated May 20, 2016 * John Rickard/Stephanie Patty			
			DISCOUNT:	.00
			ADDL CHARGES:	.00
			TOTAL TAXES:	.00
BUYER: Dedria Lunderman			PO Total:	21,400.00

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator

VENDOR COPY



SERVICE AGREEMENT

Beginning Date: July 1, 2016 End Date: June 30, 2017
Bill To: Northwest Florida State College
100 College Blvd.
Niceville, FL 32578

Customer Number: 595120
Customer Site: Northwest Florida State College
100 College Blvd.
Niceville, FL 32578

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:

Nineteen Thousand and Two Hundred Dollars

DOLLARS \$ 19,200.00

Payable in 12 ☒ MONTHLY, ☐ QUARTERLY, ☐ ANNUAL (Check One) installment(s) of:

Sixteen Hundred Dollars and 00/100

DOLLARS \$ 1,600.00

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY. Initial: _____ Date: _____

Such invoices are to be paid by CLIENT ☒ monthly/ ☐ quarterly/ ☐ annually. Only ☐ monthly/ ☐ quarterly/ ☐ annual invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended 2 additional year(s) at a 2 % increase per year.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your treated systems and make recommendations for chemical feed, blow down, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C with a restocking fee of 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: Northwest Florida State College

GARRATT-CALLAHAN COMPANY

BY: John Rickard
(PRINTED NAME)

BY: Jonathan Davis
(PRINTED NAME)

John A. Rickard

(SIGNATURE/DATE)

7-6-16

(SIGNATURE/DATE)

TITLE: Director, Physical Plant

TITLE: Territory Manager



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of G-C's receipt of the order. When delivery is required by the client after the 6 month period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, a figure of approximately 6% should be added to their prices.

*When the customer requires special trucking such as ChemFeed delivery, chemical transfer, drum disposal, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.



Invoice Payment Terms

Terms are net 30 days and prices do not include any applicable sales taxes. Customers with unpaid invoices after 90 days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Note: The following exception applies:

International Sales Terms are letter of credit or wire transfer unless approved by the Burlingame Corporate Office.

Warranty and Return

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.



Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to G-C.

Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garrett-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified, any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Continuing Legal Compliance

Any provision of this Contract to the contrary notwithstanding, if Buyer determines, subsequent to the Execution Date of this Contract, that any of the terms of this Contract materially violate any provisions of state or federal law which, if enforced, would jeopardize the ability of Buyer to continue to participate in the Medicare and the Medicaid health care programs, or in any other federal or state health care programs, or would jeopardize the continued federal tax-exempt status of Buyer, or any entities which are affiliated with Buyer, or would result in the imposition of any excise taxes under federal income tax laws or would potentially subject Buyer to any civil monetary penalties or criminal prosecution, then the Parties agree to immediately endeavor to renegotiate terms which would result in Buyer being in appropriate legal compliance, in Buyer's opinion. If the Parties are unable to timely agree on such terms, however, Buyer may terminate this Contract by delivering at least a thirty (30) day notice to Seller.



Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Termination Without Cause

Anything herein to the contrary notwithstanding, Buyer may terminate this agreement at anytime, without cause and without penalty, upon ninety (90) days prior written notice to G-C. If Buyer terminates this agreement for G-C's breach, or in accordance with this provision, G-C shall refund to Buyer, within ninety (90) days of the effective date of such termination, any prepaid but unearned fees paid to G-C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

John A. Richard

SIGNATURE

7-6-16

DATE



NORTHWEST FLORIDA
STATE COLLEGE

Date: 06/03/16

Vendor: PT Solutions Holdings, LLC
1990 Vaughn Rd NW Ste 330
Kennesaw GA 30144-7817

Ship To: Issue Payment
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

DELIVER BY: 06/23/16

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

PURCHASE ORDER NO. **P1602142**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accountspayable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

Item	Description	Quantity		Unit Price	Total
1	NWFSC Athletic Training Program 9/15 - 5/16 * Pricing per invoice NWFSC2015-2016 5/31/2016 * R.Ross/K.Gibson	1.00	EA	18,000.0000	18,000.00
DISCOUNT:					.00
ADDL CHARGES:					.00
TOTAL TAXES:					.00
BUYER: Beth Dunn				PO Total:	18,000.00

Northwest Florida State College is an equal access / equal opportunity institution.

Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator

VENDOR COPY

ATHLETIC TRAINER SUPPORT AGREEMENT

AGREEMENT, dated as of the 15th day of August 2015, between **TWIN CITIES HOSPITAL** (the "Hospital") and **Northwest Florida State College** (the "School").

WITNESSETH:

WHEREAS, the Hospital maintains and operates an acute care hospital facility with certified and licensed athletic trainers and support employees;

WHEREAS, the School is an educational institution offering academic and athletic opportunities to its students;

WHEREAS, the Hospital desires to assist the School in developing and maintaining an athletic training program designed to reduce athletic injuries and promote the safe and prompt rehabilitation of students after athletic injuries, and

WHEREAS, the School desires to obtain the assistance of and use the facilities and services of the Hospital to complement its interscholastic athletic events and physical education program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby covenant and agree as follows:

1. The School agrees to identify one or more duly licensed physicians who will be available and serve as "team physicians". Said "team physician" is not an employee of the School and will act as an independent contractor.
2. The School shall provide and maintain an appropriate level of athletic training supplies.
3. The School shall provide appropriate space for the conduct of any athletic training program, including appropriate equipment for the development of preventative programs.
4. The School agrees to provide appropriate support for the development of a student athletic training program. The School shall be solely responsible for determining the times of practice and for scheduling all athletic programs.

5. The Hospital agrees to provide athletic trainers duly certified in the State of Florida who shall be employees of, or under contract with, the Hospital. The Hospital shall be responsible for the payment of all compensation and for providing all employment support and benefits, including workers' compensation coverage, for such athletic trainers. The Hospital, with the consent of the School, shall designate an individual to serve as the primary athletic trainer. The Hospital will provide an alternate certified athletic trainer when the primary athletic trainer is unavailable. The primary athletic trainer shall coordinate alternate coverage with the athletic director of the School.
6. The Hospital, using the services of its athletic trainer, shall provide the following services to the School:
 - a. Coordinate the establishment of an athletic training room at the School.
 - b. Advise the School as to the supplies and training equipment for the athletic training program.
 - c. Assist the School faculty and athletic coaching staff in the design and implementation of a student athletic training program.
 - d. Assist the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School's athletic coaching staff.
 - e. Provide conditioning and flexibility training suggestions to the School's coaching staff with the advice and consent of a team physician.
 - f. Assist a team physician in designing and implementing a medical records system for athletic injuries.
 - g. Monitor athletic injuries and develop injury prevention training programs with the advice and consent of a team physician.
 - h. Coordinate and provide injury follow-up and evaluation for the team physicians.
7. The Hospital will be responsible for providing general liability and professional liability insurance for its services provided under this Agreement, including specifically all service of the athletic trainer. The School will be responsible for providing general liability and professional

liability for the activities of its employees. Both parties shall substantiate to the satisfaction of the other party that such insurance is in force. The team physicians shall be responsible for providing their own professional insurance and shall substantiate to the satisfaction of the School and the Hospital that such insurance is in force. Northwest Florida State College shall only be subject to liability arising from injury to persons or property that results directly for the active negligence of Northwest Florida State College, its officers, trustees, employees or authorized agents and only to the extent sovereign immunity is waived by Florida Statute Section 768.28.

8. The Hospital's athletic trainer will attend the practices and games of the School's except where the School has scheduled two or more events at the same time. In the event of a conflict in the scheduling of the above practices or games, the Hospital's athletic trainer, in conjunction with the School's athletic director, will determine which athletic events are to be covered.
9. The team physician and athletic director may prioritize the time spent by the Hospital's employees hereunder so that work hours for the Hospital's employees may be shifted from Spring to Fall to accommodate the season's functions. However, hours during any season will not exceed 30 hours per week. A schedule specifying hours and dates may be attached hereto and changed by mutual agreement of the parties as needed. In the event that the School desires the Hospital's athletic trainer to cover other School sporting events, the Hospital and the School will attempt to mutually agree to the coverage of the event and the additional fee for such coverage.
10. The compensation to be paid by the School to the PT Solutions Holdings, LLC includes all the expenses of the Hospital's athletic trainer, except when the School requests the Hospital's athletic trainer to participate in an out-of-town athletic event requiring travel and/or overnight lodging. In such situations, the School shall provide and pay the direct costs of such additional expenses as they are incurred by or on behalf of the Hospital's athletic trainer. The School will pay a total of \$18,000 per year to PT Solutions Holdings, LLC, payable in 9 monthly installments of \$2,000.00 beginning September and continuing the 1st day of each month thereafter until paid in full.
11. Nothing in this Agreement shall be construed to consider either party or their respective employees as the agents or employees of the other party. Without limiting the generality of the foregoing, the Hospital, shall not, and shall not be considered, to exercise any control over the team physicians or their professional judgement.

12. This Agreement shall be effective from the date first written above. The term of the Agreement shall be August 15, 2015 to May 30, 2016, subject to the right of either party to terminate this Agreement upon 30 days prior written notice. This Agreement supersedes IN WITNESS WHEREOF; the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

TWIN CITIES HOSPITAL

By: 

Title: POC

NORTHWEST FLORIDA STATE COLLEGE

By: 

Title: Athletic Director

6A-14.0734 Procurement Requirements.

(1) Colleges shall, as the circumstances require, publicly solicit the submittal of competitive offers from at least three (3) sources, when purchasing services or commodities exceeding the amount as specified in Section 287.017, Florida Statutes, for Category Three. Solicitations of competitive offers are defined as:

(a) "Competitive sealed bids", "competitive sealed proposals" or "competitive sealed replies", means the process of receiving competitive offers transmitted by secured electronic means or written bids, proposals, or replies.

(b) "Competitive solicitations" or "solicitations" means an invitation to bid, a request for proposal, request for quote, or an invitation to negotiate.

Boards of trustees may adopt smaller amounts beyond which to require the solicitation of competitive offers. The college president or designee reserves the right to reject any or all offers submitted in response to the college's solicitation, and/or solicit new offers as deemed in the college's best interest. When accepting responsive offers to the college's solicitations, colleges shall accept the lowest or best responsive offer. If other than the lowest or best offer meeting specifications is accepted, the college shall maintain a public record of the justification. Recommendation for awards not exceeding the Category Five threshold as specified in Section 287.017, Florida Statutes, may be approved or rejected by the president or a designee if such authority is delegated in policy adopted by the board of trustees. Recommendation for awards exceeding the Category Five threshold as specified in Section 287.017, Florida Statutes, shall be approved or rejected by the board of trustees.

(2) Exceptions to the requirement to solicit competitive offers are:

(a) Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audio-visual materials, graphic and computer based instructional software.

(b) Library books, reference books, periodicals, and other library materials and supplies.

(c) Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperatives.

(d) Food.

(e) Services or commodities available only from a single or sole source.

(f) Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

(g) Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

(h) Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.

(i) Items for resale.

(3) The college president or designee, may waive solicitation requirements in emergencies when there is an imminent threat to students, employees, or public safety or in cases when necessary to prevent damage to the facilities caused by an unexpected circumstance in accordance with rules established by the local board of trustees.

(4) When a board of trustees solicits the submittal of competitive offers and only one responsive offer is submitted, the college may purchase such products or service under the best terms it can negotiate.

Specific Authority 1001.02(1), (9) FS. Law Implemented 1001.02(9), 1010.01, 1010.02 FS. History--Formerly 6A-8.121, Repromulgated 12-19-74, Amended 12-26-77, 6-12-83, 6-27-85, Formerly 6A-14.734, Amended 9-30-86, 11-12-91, 12-18-94, 6-18-96, 2-10-99, 7-20-04, 6-20-07.



NORTHWEST FLORIDA
STATE COLLEGE

Date: 07/07/15

Vendor: Tetrad Solutions Inc
c/o Mark S Witte
222 Timber Ridge Cir
Alabaster AL 35007

Ship To: Eller/IT-Prof Service P1600040
Northwest Florida State College
Attn: Receiving
100 College Blvd.
Niceville FL 32578

Invoice To: Northwest Florida State College
Accounts Payable
100 College Blvd.
Niceville, FL 32578

DELIVER BY: 06/30/16

DELIVERY: 7:30 a.m. - 3:30 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 850-729-5381 to make arrangements.

PURCHASE ORDER NO. **P1600040**

This purchase order number must appear on all invoices, cartons, packing slips, correspondence, etc.

CONDITIONS OF PURCHASE:

1. Pay Terms: Net 30
2. Freight Terms: FOB Destination
3. Void after 1 year
4. Supplier shall comply with all federal laws and regulations regarding equal opportunity, non-discrimination, and affirmative action.
5. All terms and conditions listed on the website <http://www.nwfsc.edu/purchasing/> apply.

Accounts Payable:
accountspayable@nwfsc.edu
Phone: (850) 729-5214
Fax: (850) 729-4982

Receiving Department:
receiving@nwfsc.edu
Phone: (850) 729-5381
Fax: (850) 729-4963

Federal ID# 59-1214054
Florida Tax Exemption ID# 85-8012557357C-0

Item	Description	Quantity	Unit Price	Total
1	Professional Service Contract w/Tetrad Solutions THIS IS A PROFESSIONAL SERVICE CONTRACT For the period of July 1, 2015-June 30, 2016 For Ron Baumgardner for UNIX and Web Programming Will also include travel expenses 595 hours @ 90.00/hr. * Eller	LOT		59,950.00
				DISCOUNT: .00
				ADDL CHARGES: .00
				TOTAL TAXES: .00
				PO Total: 59,950.00

BUYER: Beth Dunn

Northwest Florida State College is an equal access / equal opportunity institution.

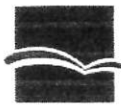
Vendor: Please send acknowledgement of this order and all inquiries concerning this order to:

Purchasing Department
purchasing@nwfsc.edu
Phone: (850) 729-5361
Fax: (850) 729-5215

Northwest Florida State College

Purchasing Coordinator

VENDOR COPY



NORTHWEST FLORIDA STATE COLLEGE

PRINT ONLY

Print Form

Disbursement request/department
requestion number:

Contract for Professional Services

Name: Tetrad Solutions, Inc. T.I.N.: 65-0789616

Address: C/O Mark S. Witte, 222 Timber Ridge Circle
Street or Post Office Box

City: Alabaster State: Alabama Zip: 35007

1. Professional Services to be Performed:

(State the services to be performed, the rate of pay, payment schedule, documentation requirements, and effective dates of contract. Attach an additional sheet, if necessary.)

See the attached "Contract for Professional Services" between Northwest Florida State College ("NWFSC") and Tetrad Solutions, Inc. Addendum.

Additional grant restrictions and regulations are applicable.
If yes, provider is responsible for adherence to all grant provisions.

☐ Yes

☒ No

Contract Amount: \$59,950.00

2. Warranty/Guarantee:

(When equipment is a part of the contract, the person providing the professional services and the manufacturer of the material shall furnish Owner with a standard manufacturer's written warranty and guarantee.)

3. Attorney's Fees

In the event the provider of professional services breaches this contract and the Owner is required to make legal action to resolve the breach, or to recover any monies which may be due to hereunder, then, in those events, the provider of the services shall pay all costs for legal action or collection, including reasonable attorney's fees.

4. Collusion or Fraud

The provider of professional services certifies that their proposal to provide the services stated herein is in all respects fair and without collusion or fraud.

5. Work Products

The provider of professional services agrees that the College shall have sole and exclusive ownership and rights to those work products which are subject to trademark, copyright, or patent statutes and which are developed and produced in the performance of the contracted professional services, except as may be otherwise provided in addenda to this contract.

6. Indemnification

The Provider shall be liable, and agree to be liable for, and shall indemnify, defend and hold the College harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of negligence or omission by the Provider in the course of the operation of this contract.

APPROVALS

Signature-Provider: Mark S. Witte Typed name and Title of Provider: MARKS. WITTE SECRETARY TREASURER Date: 6/30/15

Contract Administrator: Gregory A. El Appropriate Dean/VP/Provost: Randall White Comptroller: Samuel Haby

Personnel: Parvathy 6/25/15 President: [Signature] Chairperson of the Board*: [Signature]

Organizational Unit Code

Encumbered Date

Check One: ☐ G/L Code
☐ 65007 (Misc)
☐ 64507 (instructional)

* If the cost of services exceed the limits approved by the District Board of Trustees for waiver of bids (Policy #6Hx17-4.20), the Chairperson of the Board must sign the contract.

FORM 0043 11/2008

CONTRACT FOR PROFESSIONAL SERVICES between
Northwest Florida State College ("NWFSC") and Tetrad Solutions, Inc. ("Tetrad")

ADDENDUM

Hours worked will be billed on a monthly basis at the end of each month and payment will be due within 30 days. For example, the hours worked in July, 2015 will be billed on or about August 5, 2015 and NWFSC's payment for such services will be due and payable no later than September 5, 2015. If NWFSC disputes any entry contained in a Tetrad invoice, NWFSC must submit written notification to Tetrad that a dispute exists and specify in detail the nature of the dispute no later than 48 hours after NWFSC received the invoice for payment; otherwise the invoice and its contents will be deemed acceptable to NWFSC.

TETRAD WILL NOT PROVIDE ANY EQUIPMENT OR HARDWARE UNDER THE CONTRACT.

TETRAD MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDY FOR BREACH OF THE EXPRESS WARRANTY IN THIS SECTION IS TETRAD'S PERFORMANCE OF THE REQUIRED SERVICES OR, AT TETRAD'S OPTION, A REFUND OF A PRO RATA PORTION OF THE SERVICE FEES PAID BY NWFSC. UNDER NO CIRCUMSTANCES SHALL TETRAD BE LIABLE TO NWFSC OR ANY OTHER PARTY FOR ANY OTHER DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE COST OF COVER. IN NO EVENT WILL TETRAD BE LIABLE TO NWFSC FOR DAMAGES OR ANY OTHER AMOUNTS THAT EXCEED THE TOTAL OF THE AMOUNTS PAID TO TETRAD BY NWFSC PURSUANT TO THE CONTRACT DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH TETRAD RECEIVED NOTICE OF THE BASIS FOR THE AWARD OR JUDGMENT.

Neither party shall be considered to be in default of the Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, and other acts of nature, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract.

If any legal action or other proceeding is brought for the enforcement of the Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

A waiver by either NWFSC or Tetrad of any breach of the Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

The invalidity, illegality, or unenforceability of any provision of the Contract, or the occurrence of any event rendering any portion or provision of the Contract void, shall in no way affect the validity or enforceability of

Revised: 6/25/2015

2 of 3


Tetrad Initials


NWFSC Initials


CONTRACT FOR PROFESSIONAL SERVICES between
Northwest Florida State College ("NWFSC") and Tetrad Solutions, Inc. ("Tetrad")

ADDENDUM

any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

NWFSC and Tetrad agree that the Contract for Professional Services and this Addendum set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. The Contract and this Addendum supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between NWFSC and Tetrad pertaining to the subject matters contained herein, whether written or oral. None of the provisions, terms and conditions contained in the Contract or this Addendum may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto. In the event of a conflict between the Contract and this Addendum, this Addendum shall control without exception.

NWFSC and Tetrad each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to the Contract and the Addendum and to the partners, successors, executors, administrators, assigns, and legal representatives. Neither party shall assign the Contract without the express written approval of the other party pursuant to an executed amendment.


Tetrad Initials


NWFSC Initials

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