



Contract for Professional Services

Contractor Name:

Vendor ID:

Street Address:

1. Professional Services to be Performed

Northwest Florida State College (“College”) engages the Contractor to perform the following professional services: *Detail the services that the Contractor is expected to provide in plain language, providing specificity and clarity for both parties. Attach additional sheet(s) as needed.*

Do grant restrictions and regulations apply to this agreement? Yes ___ No ___

If yes, Contractor shall comply with all applicable grant restrictions and regulations.

2. Contract Term

Contractor will render services from _____ to _____. Services may not commence prior to the College issuing a purchase order.

The service start date may not be prior to College issuance of a purchase order. Insert any other detail regarding the period during which the Contractor will perform work under the Agreement. Attach additional sheet(s) as needed.

3. Payment Terms

Contractor will be paid \$_____ per _____ for services rendered. The payment is inclusive of all services performed under this contract. *Insert any other detail regarding the amount that the Contractor will be paid in exchange for work performed under this Agreement. Attach additional sheet(s) as needed. Insert any details regarding how the Contractor will be paid if payment spans a partial hour, week, or month, as applicable, or other deviation from date range of pay listed above.*

Maximum Contract Amount: \$_____

4. Notices

The College will deliver any notices to the Contractor under this Agreement at the name and address first listed in this Agreement. Contractor may also be contacted at:

Email:

Phone Number:

The Contractor will deliver any notices to the College under this Agreement to:

Northwest Florida State College

Attention: _____

Insert name of contract administrator.

100 College Boulevard E

Niceville, Florida 32578

Email:

Insert contract administrator email.

Phone Number:

Insert contract administrator phone number.

5. Contractor Documentation and Work Product

All work product, intellectual property, and other goods, materials, documents, or other property, (tangible or intangible) developed, provided, or generated through the consulting services rendered under this agreement are the sole and exclusive property of the College ("Property"). Contractor agrees that the College has sole and exclusive ownership and rights to the Property that is subject to trademark, copyright, and patent laws of the United States. Contractor shall maintain and retain such Property per College terms and conditions. Contractor shall delivery such Property into the possession of the College upon request, and in any event not later than the conclusion of the agreement term, in the medium and at the location requested by the College.

6. Contractor Warranty and Guarantee

Contractor is authorized to do business in the State of Florida and shall provide any requested evidence of certifications and licensure. Contractor warrants that its agreement to provide services as stated in this agreement is in all respects fair and without collusion or conflict of interest. Contractor certifies that it and its directors or principal officers are not employed by or affiliated with the College. Any conflict of interest must be fully disclosed and permitted in writing by the College President prior to entering this Agreement.

If equipment is a deliverable under this agreement, Contractor shall provide to the College a manufacturer's written warranty and guarantee of the equipment no later than the date of delivery of the equipment.

7. Indemnification and Attorney's Fees

Contractor shall be liable for and shall indemnify, defend, and hold harmless the College from all disputes, claims, suits, judgments, or damages, including court costs and attorney's fees arising out of Contractor's performance of this Agreement. Each party shall be responsible for its own attorneys' fees and costs if a dispute arising between the parties from this Agreement, except if a court or other judicial body awards fees or costs in accordance with Section 57.105, Florida Statutes (sanctions for raising unsupported claims or defenses).

8. Authority and Entire Agreement

This Agreement is not effective or binding upon the College until all necessary signatures are affixed to this Agreement, including the College President and, as required by Board Policy or law, the Chairperson of the Board of Trustees. A partially executed agreement is not enforceable against the College. Contractor

performs any work at its own risk prior to receiving a fully executed contract signed by authorized signatories. This Agreement constitutes the entire agreement between the parties, and no addition, modification, or amendment to it shall be effective unless in writing and executed by both parties.

9. Applicable Law

Each party shall comply with the College Purchase Order issued related to this Agreement, College Terms and Conditions, the Policy of The District Board of Trustees of Northwest Florida State College, all applicable College procedure. Each party shall also comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles. If any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.

Contractor agrees to comply with all applicable provisions of Section 448.095, Florida Statutes. As applicable, Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will require subcontractors, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. College, Contractor, or subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or expense incurred by College as a result of such termination of a contract. If College has a good faith belief that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional costs or expenses incurred by College as a result of such termination of a contract.

Nothing in this Agreement shall be construed or interpreted to be a waiver of the College's sovereign immunity as set forth in § 768.28, Florida Statutes, as amended, or of any other Constitutional, statutory, common law, or other protections afforded the College.

10. Public Records

To the extent that Contractor meets the definition of "Contractor" under § 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of § 119.0701, Florida Statutes:

- a. Keep and maintain public records required by the College to perform the service.
- b. Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the agreement if the Contractor does not transfer the records to the College.

- d. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 729-5253, public.records@nwfsc.edu, 100 E COLLEGE BOULEVARD, NICEVILLE, FLORIDA 32578.**
- f. **THE CONTRACTOR ACKNOWLEDGES THAT NORTHWEST FLORIDA STATE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON NORTHWEST FLORIDA STATE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT IT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE TERMINATION.**

In addition, this Agreement may be unilaterally canceled by the College for refusal by Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. Moreover, all written records received by the College in connection with the transaction of official business may be considered public records and are subject to the provisions of Chapter 119, Florida Statutes.

11. Independent Contractor

It is understood and agreed that nothing contained in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners between the parties hereto, or in any way making Contractor the agent or representative of the College for any purposes in any manner whatsoever. Contractor is, and shall remain, an independent Contractor with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of Contractor or the College shall be considered a default, delay, or failure to perform otherwise chargeable hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer per Chapter 120, Florida Statutes, such holding shall not invalidate or make unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

Contractor shall not assign (by operation of law, change of control, or otherwise) any part of this Agreement without the prior written consent of the College.

15. Termination

Either party may terminate this Agreement for any reason upon 30 days' written notice to the other party. Termination under this clause will not affect any financial obligations incurred prior to termination. If Contractor does not comply with the terms of this Agreement, the College may terminate the contract for cause upon written notice to Contractor.

16. Counterparts

This Agreement may be executed in multiple parts (by facsimile transmission, email, or otherwise) and each counterpart shall be considered an original, and all of which together shall be but one agreement. Electronic signatures will be considered originals.

[Approvals on Following Page]

Approvals:

Contractor Signature Date

Contractor Printed Name and Title

Contract Administrator Signature Date

Appropriate Dean Date

Appropriate VP Date

Comptroller's Office Date

Human Resources Date

President Date

Chairperson of the Board* Date

Enter / Check as Applicable:

Account Code: _____

Name of Department

Index

650070 (Misc.): _____

645070 (Instructional): _____

Requisition Number:** _____

**If the cost of the services exceeds the amount approved in Board Policy HR 6.00, the Chairperson of the Board must sign the contract.*

***Submit contract with all necessary signatures with the requisition.*

Revised July 2021