Attachment C

This Agreement ("Agreement") is made as of, _______, (the “Effective Date”) and is between the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (the “University” or “UWF”), and ____________, (“Contractor”), a Florida for Profit Corporation.

WHEREAS, the University conducted a publicly posted Invitation to Bid to select a contractor to furnish Printing Services; and

WHEREAS, the Contractor was selected as the successful vendor; and

In consideration of the mutual promises contained herein, the University and Contractor agree as follows:

ARTICLE 1 – GOVERNING DOCUMENTS AND LAW

1.1 This Agreement shall consist of this Agreement and attached schedules, the formal solicitation Invitation to Bid 18ITB-02JV Printing Services, including all attachments and addenda (the “ITB”), and the Contractor’s response to the ITB, including its Financial Proposal and Best & Final offer (the “Response”), which all are hereby incorporated by reference and made a part of this Agreement. In case of a conflict between the terms of the Agreement, the ITB, and the Response, the terms of this Agreement shall govern.

1.2 This Agreement is governed by the laws of the state of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Escambia County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. The federal or state courts of the State of Florida shall have exclusive jurisdiction of any claims arising out of this Agreement.

ARTICLE 2 – SERVICES & TERM

2.1 Contractor agrees to perform printing services for UWF. These services shall include those identified in the attached Scope of Services as Schedule "A", and those services to be performed by the Contractor that are identified in the ITB and Response, all of which are incorporated by reference and made a part of this Agreement ("Services").

2.2 Services of Contractor shall be under the general direction of UWF Project Director, Joy Ward, who shall act as the University’s representative during the performance of this Agreement.

2.3 The Contractor hereby represents and agrees to the best of the Contractor’s information and belief:
   i. the Contractor’s contributions of the Services will be the original work(s) of the Contractor;
   ii. No element of the Services, including all reports developed by the Contractor, infringes or misappropriates the intellectual property rights of any third party;
   iii. the Contractor has full right and power to enter into this Agreement and perform the Services without the consent of any third party; and
   iv. the Contractor will comply with all laws and regulations applicable to the Contractor’s obligations under this Agreement.

2.4 This Agreement shall commence on the Effective Date and continue until XXXXXXX XX, 2019. This Agreement may be extended at the sole and exclusive discretion of the University. If the University exercises
the option to extend this Agreement, the extension must in writing and signed by both parties.

ARTICLE 3 – COMPENSATION

3.1 Contractor shall submit invoices monthly to the University, identified by date. The Contractor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Contract and shall be submitted to the University in detail sufficient for a proper pre-audit and post-audit.

3.2 All payments made by the University under this Agreement shall be made pursuant to University Regulation UWF/REG 6.003-Prompt Payment, which provides for payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services. Failure by the University to provide payment within 40 days may result in the University paying interest at a rate as set by Florida law. A Vendor Ombudsman has been established by the University and the duties of this individual include acting as an advocate for vendors who may experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (850) 474-2636.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

4.1 Signature of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Contractor’s most favored customer for the same or substantially similar service.

4.2 The said rates and costs shall be adjusted to exclude any significant sums should the University determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The University shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 – TERMINATION

5.1 Termination without Cause. The University may terminate this Agreement without cause by giving Contractor thirty (30) days written notice of termination. The Contractor may terminate this Agreement without cause by giving University sixty (60) days written notice of termination.

5.2 Termination for Cause. This Agreement may be terminated in the event of a breach of any of the terms of this Agreement. The non-breaching party will notify the other party in writing and describe the breached provision. The breaching party shall have 10 days from receipt of notice to correct the deficiency. If the deficiency is not corrected within the 10-day allotted time period, then the non-breaching party may terminate this Agreement by providing 10 days written notice of termination to the other party.

ARTICLE 6 – PERSONNEL

6.1 The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the University.

6.2 All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

6.3 Any changes or substitutions of the Contractor’s key personnel as may be listed herein must be made known to the University’s representative prior to execution, and written approval granted by the University before said change or substitution can become effective.

6.4 The Contractor will utilize skilled and competent personnel held to the same skill, care and ordinary
highest professional standards of those practicing in the field under the same or similar circumstances.

6.5 Background Checks: A Level I background check is required to be performed by Contractor, at its expense, for each employee engaged in performing services on University property under this Agreement. The Contractor represents that each employee it assigns to perform the services described in this Agreement will have submitted to a Level I background check prior to assignment on University property. Contractor shall certify in writing that Contractor has completed Level I background checks on all employees engaged in performing the services on University property under this Agreement, and that employees engaged in performing the services under this Agreement have submitted to, and passed, a Level I background check within the preceding twelve (12) months of said certification.

The Contractor shall not allow an employee to engage in services on University property under this Agreement if the Level I background check shows that the employee has been convicted of any felony that falls within any of the following categories:

a. Child abuse, abandonment, or neglect;
b. Domestic violence;
c. Child pornography or other felony in which a child was a victim of the offense;
d. Homicide, sexual battery, or other felony involving violence, other than felony assault or felony battery when an adult was the victim of the assault or battery.
e. Assault;
f. Battery; or
g. A drug-related offense.

ARTICLE 7 – SUBCONTRACTING

7.1 The University reserves the right to accept in writing the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

7.2 The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

7.3 If a subcontractor fails to perform the Services as required by this Agreement, and it is necessary to replace the subcontractor to complete the Services in a timely fashion, the Contractor shall promptly do so, subject to written acceptance of the new subcontractor by the University.

ARTICLE 8 – TAXES

8.1 The University is exempt from the payment of all Federal Tax and State Tax for sales, use or excise taxes. The University will furnish an exemption certificate to the Contractor if requested.

8.2 The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income. The Contractor shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the University, nor shall the Contractor be authorized to use the University’s Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of FICA and Social Security benefits with respects to this Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

The University’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the State and/or the University. The University shall give notice to Contractor of the non-availability of such funds when the University has knowledge thereof. Upon the Contractor's receipt of such notice, the Contractor is entitled to payment for only those services performed prior to the date notice is received.
ARTICLE 10 – INSURANCE

10.1 Contractor shall maintain, during the term of this Agreement, coverages and requirements in accordance with the University’s Minimum Insurance Coverage and Requirements, identified in Attachment "D" of the ITB.

10.2 Contractor shall not commence work under this Agreement until it has submitted all insurance required and the University has approved such insurance. The Contractor is required to maintain the insurance for the term(s) of this Agreement plus 3 years.

10.3 Contractor must provide within five (5) calendar days of execution of this Agreement, an original ACORD Certificate of Insurance evidencing the insurances provided by the Contractor, and signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations with a further certification from the insurance companies that their policies will not be materially modified, canceled or terminated without thirty (30) days business days prior written notice to the University. Certificate must list the following entities as certificate holder and additional insured: The State of Florida, Florida Board of Governors, University of West Florida Board of Trustees and The University of West Florida.

10.4 Compliance with the foregoing requirements shall not relieve the Contractor of its liability obligations under this Agreement.

ARTICLE 11 – INDEMNIFICATION

11.1 The Contractor agrees to indemnify and hold harmless, and defend the University of West Florida Board of Trustees and their officers and employees from and against any and all actions, claims, liabilities, losses, costs and reasonable expenses, to the extent caused by the negligent acts, errors or omissions or wrongful conduct of Contractor or Contractor’s officers, employees, subcontractors or others for whom the Contractor is legally liable in the performance of services under this Agreement. In addition, the Contractor agrees to defend, indemnify, and hold harmless the University against any damage, cost, loss or expense arising from a claim, suit or proceeding brought against the University alleging that the Services provided by the Contractor infringes upon the intellectual property rights of another party or that the Services misappropriates the trade secrets of another party.

11.2 The Contractor shall construe nothing in this Agreement as an indemnification of the Contractor. The University warrants and represents that as a sovereign entity, it is self-insured. Contractor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of the University or the State of Florida or its agents and agencies to be sued; or (b) a waiver of sovereign immunity of the University or the State of Florida.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

12.1 The University and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

12.2 Except as noted above, neither the University nor the Contractor shall assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of this Agreement without the written consent of the other.

12.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the University, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the University and the Contractor.
ARTICLE 13 – AFFIRMATIVE ACTION & ADA

13.1 As a condition of this Agreement, the Contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

13.2 The Contractor agrees to comply with the Americans with Disability Act (ADA) of 1990.

ARTICLE 14 – CONFLICT OF INTEREST

14.1 In accordance with Section 112.3185, Florida Statutes, the Contractor hereby certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services and would conflict in any manner with the performance of services required hereunder. Violation of this section by Contractor shall be grounds for cancellation of this Agreement by the University.

14.2 The Contractor shall promptly notify the University in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the University as to whether the association, interest or circumstance would, in the opinion of the University, constitute a conflict of interest if entered into by the Contractor. The University agrees to notify the Contractor of its opinion in writing within 30 days of receipt of notification by the Contractor. If, in the opinion of the University, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the University shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the University by the Contractor under the terms of this Agreement.

ARTICLE 15 – FORCE MAJEURE/EXCUSABLE DELAYS

15.1 The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor’s control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the University’s failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

15.2 Upon the Contractor’s request, the University shall consider the facts and extent of any failure to perform the work and, if the Contractor’s failure to perform was without it’s or it’s subcontractor’s fault or negligence, the Agreement Schedule(s) and/or any other affected provision of this Agreement shall be revised accordingly; subject to the University’s rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – ARREARS

16.1 The Contractor shall not pledge the University’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

16.2 The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 – PUBLIC RECORDS

17.1 The parties acknowledge that University is subject to Florida’s Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. The Contractor agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of
the Florida Public Records law and made or received in conjunction with the Contract. Refusal by the Contractor to allow such public access will be grounds for immediate cancellation of this Agreement by the University.

17.2 To the extent that the Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, the Contractor agrees that it is acting as a contractor on behalf of the University as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Contractor agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by the University in order to perform the services performed by the Contractor Vendor under this Agreement;
2. Provide the public with access to such public records on the same terms and conditions the University would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the University, at no cost, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the University in a format that is compatible with the information technology systems of the University.

b. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

i. The Office of General Counsel: (850) 474-3420, gcfrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

18.1 The Contractor is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor, and not an employee, agent, or representative of the University. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor’s sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor’s relationship and the relationship of its employees to the University shall be that of an Independent Contractor and not as employees or agents of the University.

18.2 The Contractor does not have the power or authority to bind the University in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 19 – CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The University shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor’s place of business.
ARTICLE 21 – EQUAL OPPORTUNITY IN EMPLOYMENT

Contractor affirms, without reservation, the principles of equal opportunity employment. Contractor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age or disability.

ARTICLE 22 – ENTIRETY OF CONTRACTUAL AGREEMENT

The University and the Contractor agree that this Agreement, including all documents incorporated by reference, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, amended, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 23 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the University upon request.

ARTICLE 24 – SEVERABILITY

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of this Agreement goes to the whole of this Agreement, this Agreement is unenforceable.

ARTICLE 25 – MODIFICATIONS OF WORK

25.1 The University reserves the right to request changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the University’s notification of a contemplated change in Services, the Contractor shall (1) if requested by the University, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the University of any estimated change in the completion date, and (3) advise the University in writing if the contemplated change shall effect the Contractor’s ability to meet the completion dates or schedules of this Agreement.

25.2 If the University so instructs in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the University’s decision to proceed with the change.

25.3 If the University elects to make the change, the University shall issue a written amendment or change order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties, as applicable.

ARTICLE 27 – NOTICE

All notices required in this Agreement shall be sent in writing by electronic copy via email or by hard copy via a delivery service requiring evidence of receipt of delivery.

Notices sent to the University shall be emailed to XXXXXX@uwf.edu or mailed to the following physical address:

University of West Florida
11000 University Parkway
Building 19, Room 107
Pensacola, FL 32514
Notices sent to Contractor shall be emailed to the Regional Manager, or mailed to the following physical address:

**ARTICLE 28 – ASSIGNMENT OF ANTITRUST CLAIMS**

By signature of duly authorized agent below, Contractor hereby conveys, sells, assigns, and transfers to the University all rights, title and interest in and all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular services purchased or acquired pursuant to this Agreement.

**ARTICLE 29 – TOBACCO FREE CAMPUS POLICY**

Effective August 1, 2016, the University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings and outdoors on all UWF campus properties. The Contractor must fully comply with this tobacco free policy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date signed below,

**University of West Florida**

By: By:

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Betsy Bowers, Vice President
Finance and Administration Division

Name (Please Print)

Title

Angie Jones, Director
Procurement & Contracts