

## STANDARD CONSULTING SERVICES AGREEMENT

This Consulting Agreement (“Agreement”) between the University of West Florida Board of Trustees (“UWF”) and \_\_\_\_\_ (“Consultant”) is made and entered into as of the date of the last signature hereto.

1. UWF hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.
2. Consultant will perform those services described in the Statement of Work, Exhibit A, attached hereto and by reference incorporated herein.
3. Consultant's services under this Agreement shall commence on \_\_\_\_\_ and end one calendar year from this commencement date, unless renewed by mutual written agreement of the parties hereto prior to the termination date or sooner terminated pursuant to the terms hereof.
4. UWF will make payment to Consultant within thirty (30) days of receipt of an invoice from Consultant, upon the completion of the services by Consultant. The total amount due under this Agreement is \$ \_\_\_\_\_. This is an all-inclusive price for the services covered by this Agreement, including Consultant's travel expenses, should a physical visit to UWF's facilities be necessary. For UWF initiated travel beyond the scope of this Agreement, Consultant will have to obtain UWF's prior written approval for such travel and all such travel shall only be reimbursed in accordance with applicable law, including, but not limited to Section 112.061, Florida Statutes as well as applicable UWF policies and regulations. UWF's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
5. Consultant will be permitted to use and be granted access to UWF's or UWF's designee's equipment, supplies, information, and facilities as deemed necessary by UWF for the purpose of fulfilling the Statement of Work.
6. Consultant's obligations under the terms of this Agreement shall be considered fulfilled upon completion of the Statement of Work outlined herewith.
7. Consultant agrees to hold in strict confidence and not disclose to anyone (unless required by law) any and all of UWF's information to which Consultant will have had access.
8. Consultant is retained by UWF only for the purposes and to the extent set forth in this Agreement. Consultant's relationship to UWF shall be that of an independent contractor. UWF shall not reserve any control with respect to the activities of Consultant or the manner and means by which Consultant affects the services described in this Agreement. UWF shall not have any obligations with respect to employment contributions, taxes, premiums, or other items payable under federal, state, and local laws with respect to the activities of Consultant.
9. Either party may terminate this Agreement with thirty (30) days' prior written notice to the other party. UWF shall be responsible only for payments still due to Consultant for services performed in accordance with this Agreement up to the time of termination. UWF may terminate this Agreement at any time for refusal by Consultant to allow public access, mandated by law, to all documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Consultant or UWF in conjunction with this Agreement.
10. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN**

**OF PUBLIC RECORDS AT: Office of the General Counsel, (850)474-3420, GCFRONTDESK@UWF.EDU, University of West Florida, 11000 University Pkwy, Pensacola, FL 32514.**

To the extent that Consultant meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Consultant must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

**11. Consultant and any subcontractors 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.**

12. If Consultant will be handling Protected or Private information, as those terms are defined in UWF Policy IT-04.02-11/18 UWF Information Security and Privacy Policy, Consultant hereby agrees to fully comply with all of the requirements set forth in said policy. Consultant hereby agrees to indemnify, hold harmless and defend UWF and its Board of Trustees, officers, agents and employees from and against any claims, damages, or other harm arising from or in any way related to Consultant's breach of any of the obligations set forth in UWF Policy IT - 04.02-11/18 UWF Information Security and Privacy Policy.

If Consultant has access to any personally-identifiable information, Consultant hereby agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Consultant's security obligations or other event requiring notification under applicable law (“Notification Event”), Consultant agrees to assume responsibility for informing all such individuals in accordance with applicable law and to

indemnify, hold harmless and defend UWF and its Board of Trustees, officers, agents and employees from and against any claims, damages, or other harm related to such Notification Event.

13. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth below:

**If to Consultant:**

\_\_\_\_\_  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**If to UWF:**

University of West Florida  
Attn.: \_\_\_\_\_  
11000 University Parkway  
Building \_\_\_\_\_ Room \_\_\_\_\_  
Pensacola, Florida 32514  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices shall be given by and to the hereto assigned representative on behalf of UWF and by Consultant or such authorized designees as either party may designate in writing.

14. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

15. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

16. Consultant agrees to reimburse UWF for any and all expenses incurred by UWF due to the intentional, negligent or wrongful acts or omissions of Consultant or mistakes made by Consultant in performing the services hereunder. If any corrective action is required due to Consultant's acts or omissions, Consultant shall reimburse UWF for any and all costs associated with such corrective action.

17. Anything specifically created for UWF by Consultant hereunder shall be considered specially ordered for UWF as a "work made for hire," or, if for any reason held not to be a "work for hire," Consultant hereby assigns all of its right, title and interest therein to UWF. If anything not specifically created for UWF is used in the performance of Consultant's services hereunder, Consultant retains ownership of said materials and hereby grants UWF a perpetual, fully paid-up, non-exclusive license to use such materials, make copies thereof and distribute these materials for UWF's purposes, indefinitely.

18. Consultant agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles and as long as required by law, devoted exclusively to its activities, duties and obligations pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. UWF or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Consultant and during regular business hours.

19. To the extent that Consultant qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law who has direct contact with children receiving services or with adults who are developmentally disabled receiving services, or who qualifies as a direct service provider to the elderly (as defined by Florida law), Consultant hereby guarantees that Consultant and anyone acting on Consultant's behalf (including, but not limited to Consultant's officers, employees, agents, and subcontractors) has passed a Level II (two) background check with the State of Florida, as provided under Chapter 435, and hereby certifies that none of Consultant's officers, employees, agents, subcontractors, and anyone else acting on Consultant's behalf has any disqualifying offenses, including but not limited to those listed in Section 435.04, Florida Statutes.

20. Consultant hereby expressly agrees to instruct its officers, employees, agents, subcontractors, and anyone else acting on Consultant's behalf, to report to the UWF police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on UWF property or during an event or function sponsored by UWF.

21. Due to contracting with a public employer in Florida as defined by Section 448.095, Florida Statutes, Consultant is obligated to utilize the U.S. Department of Homeland Security's E-Verify system. Further, Consultant is obliged to abide with the requirements of Section 448.095, Florida Statutes, when contracting with subcontractors for performance of this Agreement. UWF's good faith belief that Consultant is employing unauthorized aliens in the state of Florida in violation of Section 448.09, Florida Statutes, shall be just cause for unilateral termination of this Agreement effective immediately and Consultant shall be liable for additional costs incurred by UWF due to the termination of the Agreement.

22. This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising hereunder shall be in Escambia County, Florida.

23. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

[The remainder of this page is intentionally left blank.]

In witness whereof, the parties signify their agreement by the signatures affixed below.

**UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by UWF Controller  
(required only if Consultant is an individual):

\_\_\_\_\_  
Controller

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the General Counsel

**EXHIBIT A**  
**Statement of Work**