



Contracted Services Agreement with **[INSERT CONTRACTOR NAME]** # CSA-2026-4020-JW

THIS AGREEMENT is made and entered into as of the last date signed below between the **School Board of Volusia County, Florida** (hereinafter referred to as "BOARD"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 200 North Clara Avenue, DeLand, Florida, 32720 and **[insert CONTRACTOR Legal Name here]** (CONTRACTOR) whose principal place of business is **[insert CONTRACTOR's address here]**.

WHEREAS, the BOARD is interested in procuring the CONTRACTOR's **[insert description of services here]** services for the **[insert the district Department/School Name here]** Department, and

WHEREAS, the BOARD issued Request for Proposal No. RFP-2026-4020-JW and wishes to contract with the CONTRACTOR; and

WHEREAS, CONTRACTOR desires to provide their **[insert description of services here]** services for the **[insert the district Department/School Name here]** Department,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall commence on **[insert date]** and continue until **[insert date]**. The BOARD reserves the right to renew/re-negotiate any or all prices, terms, conditions, and specifications of the contract upon mutual agreement by both the BOARD and the CONTRACTOR. Notwithstanding any other termination referenced herein or attached hereto, The BOARD reserves the right to terminate this agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this agreement without cause or subject to any penalties or additional obligations.
2. **RENEWAL/EXTENSION:** The BOARD reserves the right to renew/re-negotiate any or all prices, terms, conditions, and specifications of the contract for up to one (1), three (3) year optional renewal period upon mutual agreement by both the BOARD and the CONTRACTOR. Renewals must be submitted in writing with the signature of the CONTRACTOR'S Authorized Representative(s). Renewals are contingent upon satisfactory performance evaluations by the BOARD and are subject to the availability of funds. NOTE: Upon exhaustion of all renewal periods, the BOARD also reserves the right to extend the agreement for a period not to exceed six (6) months and is subject to the same terms and conditions as set forth in the initial agreement and any written amendments/modifications signed by the parties. There may be only one (1) extension of the agreement unless failure to meet the criteria set forth in the agreement for completion of the services is due to events beyond the control of the CONTRACTOR. The CONTRACTOR will be notified when the recommendation has been acted upon by the BOARD.
3. **STATEMENT OF WORK:** The CONTRACTOR's responsibilities are defined in Exhibit A. During the term of this agreement, all communications regarding the day-to-day activity and professional services outlined in this agreement will be conducted between the CONTRACTOR and BOARD. In the event of a conflict of interest between the terms and conditions of this agreement and any exhibit or attachments, the terms and conditions of this agreement shall prevail, and the following descending order of precedence shall be observed:
 - a) Agreement # CSA-2026-4020-JW
 - b) Exhibit A – **RFP Documents**
 - c) Exhibit B – **Proposer's RFP Submittal Documentation**
4. **LOCATION OF SERVICES:** Performance of services cited above will be conducted at various locations districtwide and/or remotely.

5. **DUTIES:** The CONTRACTOR shall report to and coordinate activities with an administrator designated by the Superintendent of Schools herein referred to as "ADMINISTRATOR". The ADMINISTRATOR assigned to act in all matters pertaining to this agreement and to authorize services, accept and approve all reports, drafts, products, and/or invoices is [insert Administrator Name, Title, Phone # Ext: XXXXX, and Email]. All other communication should be routed through the ADMINISTRATOR. This communication includes, but is not limited to; grant funding, budget allocations, recruitment and additional offered or alternate methods of service. There shall be no direct contact from the CONTRACTOR to any schools, board members or personnel other than those specifically authorized by the ADMINISTRATOR and this contract.
6. **COMPENSATION & PAYMENT:** Based upon the completion of services described above, the CONTRACTOR shall receive compensation based on the agreed upon rates as defined in Exhibit A. Services are not-to-exceed \$XXX during the term of this agreement as compensation for all work and services performed and authorized by the ADMINISTRATOR. Any and all expenses, such as travel to, from and within Volusia County, lodging, sustenance, materials, supplies, and necessary equipment are considered to be covered by the rate unless agreed upon in advance. The CONTRACTOR shall be required to submit an invoice to the ADMINISTRATOR upon completion of services. Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act. **An IRS W-9 form must be completed and attached to this agreement.**
7. **RECEIVING/INVOICING:** No payment will be made for commodities ordered without proper purchase order authorization. The BOARD shall pay the CONTRACTOR pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until delivery has been completed, inspected, and accepted by the BOARD in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or sent via e-mail transmission to the district Administrator. Payment in advance of delivery by the BOARD cannot be made. All invoices submitted must contain the following detailed information in order to be processed for payment:
- a) Purchase Order number
 - b) Date of invoice
 - c) Name of district employee(s) that authorized purchase
 - d) Itemized products and services and their quantities
8. **TAXES:** The district is exempt from Federal Excise Tax and Florida sales tax. Certificates are available at the Procurement Department website: [Procurement Department - Volusia County Schools \(vcsedu.org\)](http://vcsedu.org).
9. **PRICE RE-DETERMINATION:** The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at one (1) year intervals thereafter, provided the CONTRACTOR notifies the District, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\begin{aligned} \text{Current Index} - \text{Base Index} / \text{Base Index} &= \% \text{ of Change} \\ \% \text{ of Change} \times 100 &= \text{Percentage Change} \\ \text{CPI-U Calculation Example:} \\ \text{CPI for current period} &232.945 \\ \text{Less CPI for base period} &229.815 \\ \text{Equals index point change} &3.130. \end{aligned}$$

Divided by base period CPI 229.815
Equals 0.0136
Result multiplied by 100 0.0136 x 100
Equals percent change 1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Consultant shall submit a letter stating the percentage amount of the requested increase and adjusted price to the District's Procurement Department. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Director of Procurement. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Director of Procurement and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

10. **WARRANTY:** All warranties express and implied, shall be made available to the BOARD for goods and services covered under this CSA. At no expense to the BOARD, the vendor shall correct any and all apparent and latent defects that may occur within the expressed or implied standard warranty period.
11. **TRAVEL:** Travel is not allowable for this agreement; however, providers will continue to be paid their hourly rate when traveling location to location on an emergency basis as determined by the district. Travel will be reimbursed in accordance with the BOARD's travel policies and procedures.
12. **INDEPENDENT CONTRACTOR:** It is agreed and understood that the CONTRACTOR is an independent CONTRACTOR and that the BOARD shall exercise no supervisory authority or control over the CONTRACTOR or CONTRACTOR'S employees in the performance of this agreement. Neither the CONTRACTOR nor the CONTRACTOR'S employees shall be deemed to be agents or employees of the BOARD and any representation to the contrary by the CONTRACTOR or its employees shall constitute a violation of this agreement and shall be grounds for immediate termination.
13. **INJURIES:** The CONTRACTOR acknowledges the CONTRACTOR's responsibility to obtain appropriate insurance coverage for the benefit of the CONTRACTOR and his/her employees. The CONTRACTOR waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
14. **CONFLICT OF INTEREST:** The CONTRACTOR shall not employ, contract with, or otherwise utilize the services of any officer or employee of the BOARD. The CONTRACTOR certifies that its owner, officers, directors or agents or members of their immediate family do not have an employee relationship or other material interest with the BOARD. An exemption of this is provided for non-duty hours in the district. To avoid a conflict of interest, tutoring services provided by any officer or employee of the BOARD must be conducted before or after the BOARD's instructional period for the day or when school is not in session.
15. **NON-DISCRIMINATION:** The CONTRACTOR represents and warrants to the BOARD that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR'S performance under this agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of this agreement.
16. **HOLD HARMLESS/INDEMNIFICATION:** CONTRACTOR agrees to indemnify, hold harmless, and defend the BOARD from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of CONTRACTOR arising out of or in connection with the provisions of this agreement. If CONTRACTOR is a state agency or subdivision as defined in §768.28, Florida Statutes, nothing herein shall be constructed to extend CONTRACTOR'S liability beyond that provided in §768.28, Florida Statutes.
17. **WAIVER OF SUBROGATION:** In the event of loss, damage, or injury to the CONTRACTOR and/or the CONTRACTOR's property, the CONTRACTOR shall look solely to any insurance in its favor without making any claim against the BOARD. The CONTRACTOR hereby waives any right of subrogation against

the BOARD, for loss, damage, or injury within the scope of the CONTRACTOR's insurance, and on behalf of itself and its insurer, waives all such claims against the BOARD. **This waiver must be endorsed to the Commercial General Liability policy, Automobile policy, and Workers' Compensation policy where applicable and a Certificate of Insurance provided to reflect that endorsement must be provided.**

- 18. PROOF OF INSURANCE:** The CONTRACTOR must provide certificate(s) evidence of such insurance coverage to the extent listed in Sections 1-6 below before commencement of work. The School Board of Volusia County, Florida, 200 N. Clara Ave, DeLand, FL, 32720, will be designated as the certificate holder.

Insurance listed in Section 1 below is required by the CONTRACTOR. The BOARD and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Contractor). If the BOARD and its board members, officers, and employees are not named as additional insureds then the BOARD reserves the right to terminate this Agreement.

Insurance listed in Section 2 below: All CONTRACTORS engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of the BOARD are required to carry this insurance to the limit listed below. All non-construction contractors whose work for the BOARD includes products or services, and the value of these products or services are in excess of \$25,000, are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any CONTRACTOR transporting BOARD employees or students, delivering or transporting BOARD owned equipment or property, or are providing services or equipment where a reasonable person would believe the BOARD is responsible for the work of the CONTRACTOR is required to carry this insurance to the limit listed below.

Insurance as listed in Section 4 below: All non-construction CONTRACTORS that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, exemption forms will be accepted. All CONTRACTORS engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of the BOARD are required to have workers' compensation insurance. All entities and individuals required to have workers' compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The workers' compensation policy must be endorsed to waive the insurer's right to subrogate against the BOARD, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 0313).

Insurance as listed in Section 5 below: All contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

Insurance as listed in Section 6 below: Employee Crime Insurance shall be on a form acceptable to the District and shall provide coverage for losses arising out of employee dishonesty, employee theft, and burglary or robbery (inside and outside of premises). The policy shall be endorsed to include coverage for theft of "client property" on a form no more restrictive than the most recent Florida approved edition of ISO Form CR 04 01.

All CONTRACTORS will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of each Section 1 to 6 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to the BOARD thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the BOARD.

The CONTRACTOR shall, within thirty (30) days after receipt of a written request from the BOARD, provide the BOARD with a certified copy or certified copies of the policy or policies providing the coverage required by Section 17. The CONTRACTOR may redact or omit, or cause to be redacted or omitted, those

provisions of the policy or policies which are not relevant to the insurance required by Section 17.

All insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by the BOARD. Any insurance, or self-insurance, maintained by the BOARD shall be in excess of, and shall not contribute with, CONTRACTOR-provided insurance.

☒ **1. Commercial General Liability Insurance:**

Bodily Injury and Property Damage	
Per Occurrence -	\$1,000,000
General Aggregate -	\$2,000,000

☐ **2. Product Liability and/or Completed Operations Insurance:**

Bodily Injury and Property Damage	
Per Occurrence -	\$1,000,000
Products - Completed Operations Aggregate -	\$2,000,000

☒ **3. Automobile Liability:**

Bodily Injury and Property Damage:	
Combined Single Limit (each accident) -	\$1,000,000

☒ **4. Workers' Compensation/Employer's Liability:**

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	\$500,000
E.L. Disease - Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

☒ **5. Professional Liability Insurance:**

Each Occurrence -	\$1,000,000
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☒ **6. Employee Crime Insurance:**

Each Occurrence -	\$1,000,000
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Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of the BOARD), the CONTRACTOR shall be responsible for paying on behalf of the BOARD (and any other person or organization that the CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The CONTRACTOR shall continue to maintain Products - Completed Operations Coverage in the amounts stated above for a period of three (3) years after the final completion of the work.

Professional Liability Coverage must be maintained in the amounts stated above for a period of two (2) years following completion of the Agreement.

Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the BOARD or the BOARD's board members, officers, or employees by the insurance provided by the CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the BOARD under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

19. ASSIGNMENT: The CONTRACTOR'S obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the

ADMINISTRATOR.

- 20. INTELLECTUAL PROPERTY: (When Applicable)** Intellectual Property shall be defined as copyrightable works, ideas, discoveries, inventions, and application for patents and patents. Any improvements to Intellectual Property held by the CONTRACTOR, further inventions or improvements, and any new items of Intellectual Property discovered or developed under the terms of this agreement shall be property of the BOARD. The CONTRACTOR shall sign all documents necessary to protect the rights of the BOARD in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. The CONTRACTOR shall be responsible for ensuring that it/his/her activities comply with all copyright and patent law, and that the appropriate approval and/or licensure(s) are obtained where required by law.
- 21. GOVERNING LAW & VENUE:** This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Volusia County, Florida. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.
- 22. JESSICA LUNS福德 ACT – HOUSE BILL 1877 AND BACKGROUND CHECK:** In the event the requirements include the need for CONTRACTOR to visit schools with students present, CONTRACTOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the BOARD in advance of CONTRACTOR or its personnel providing any services under the conditions described in the previous sentence. CONTRACTOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CONTRACTOR and its personnel. The Parties agree that the failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the BOARD to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. CONTRACTOR agrees to indemnify and hold harmless the BOARD, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. The following link was designed to assist with JLA compliance: [JLA Certified](#). **NOTE:** Only applicable to contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds.
- 23. DRUG-FREE WORKPLACE:** In accordance with the Board's "Drug-Free Workplace General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs, or any illegal substances while on Board property or while in direct contact with students. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the Board's standards for employment. **NOTE:** Only applicable to contracted vendors who are permitted access on Board property or contracted vendors who have direct contact with students. A Certification Form is required when applicable.
- 24. CONFIDENTIALITY OF STUDENT RECORDS:** The CONTRACTOR understands and agrees that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. CONTRACTOR further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. CONTRACTOR shall regard all student information as confidential and will not disclose the student information to any third party.
- 25. FLORIDA'S PUBLIC RECORDS LAWS:** This contract shall be subject to Florida's Public Records Laws, §119 Florida Statutes. CONTRACTOR understands the broad nature of these laws and agrees to comply with Florida's public records and laws relating to records retention.
- 26. CHILD NEGLECT:** The CONTRACTOR and its employees shall be subject to the requirements of §39.201 Florida Statutes that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.

27. **NO THIRD-PARTY BENEFICIARIES:** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
28. **TERMINATION:** This Agreement may be canceled with or without cause by the BOARD during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.
29. **NON-APPROPRIATION:** The CONTRACTOR understands and agrees any, and every contract is subject to the availability of funds to the BOARD to purchase the specified products/services. As used herein, a "non- appropriation" shall be defined as an occurrence wherein the BOARD, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the BOARD anticipates using to pay its obligations hereunder, and the BOARD has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The BOARD may terminate a contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:
- a) A non-appropriation has occurred, and
 - b) The BOARD has provided the CONTRACTOR with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - c) Upon the occurrence of such non-appropriation the BOARD shall for payment for any fiscal period for which funds have not been appropriated.
30. **SEVERABILITY:** If any clause or provision of this agreement is illegal, invalid or unenforceable under present or future laws effective during this term hereof, then the remainder of this agreement shall not be affected thereby; and in lieu of each clause or provision of this agreement which is illegal, invalid or unenforceable, there shall be added, as part of this agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may legal, valid and enforceable.
31. **SURVIVORSHIP:** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this agreement, including, by way of example only, the indemnification and Confidentiality provisions, shall survive the expiration, cancellation, or termination of this agreement.
32. **PUBLIC RECORDS COMPLIANCE:** In addition to other contract requirements provided by law, the CONTRACTOR must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes, and section 24 of article I of the Constitution of Florida, and specifically agrees to:
- a) Keep and maintain public records required by the school BOARD to perform the services;
 - b) Upon request from the school BOARD's custodian of public records, provide the school BOARD 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 school BOARD; and
 - d) Upon completion of the contract, transfer, at no cost, to the school BOARD all public records in possession of the CONTRACTOR or keep and maintain public records required by the school BOARD to perform the service. If the CONTRACTOR transfers all public records to the school BOARD 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 school BOARD, upon request from the school BOARD's custodian of public records, in a format that is compatible with the information technology systems of the school BOARD.

Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this agreement and the School BOARD of Volusia County, Florida may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

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:

CUSTODIAN OF PUBLIC RECORDS
(386) 734-7190 ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., DeLand, FL 32720

- 33. ENTIRE AGREEMENT:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

School Board of Volusia County, Florida DeLand, FL	Vendor Name City, State
_____ Signature Date	_____ Signature Date
<u>Ruben Colón, School Board Chair</u> Printed Name & Title	_____ Printed Name & Title
Attested by:	Attested by:
_____ Signature Date	_____ Signature Date
<u>Carmen J. Balgobin, Superintendent</u> Printed Name & Title	_____ Printed Name & Title

EXHIBITS:

Exhibit A – RFP Documents

Exhibit B – Proposer's RFP Submittal Documentation

CONTRACTOR CONTACT INFORMATION:

NAME & TITLE

ADDRESS

Phone:

Email: