**FLORIDA SOUTHWESTERN STATE COLLEGE**

**SERVICES AGREEMENT**

This Agreement is entered into this [.] by and between DISTRICT BOARD OF TRUSTEES, FLORIDA SOUTHWESTERN STATE COLLEGE, FLORIDA, a public entity of the State of Florida, (hereinafter referred to as “College”) and [CONTRACTOR LEGAL NAME], a [State of Incorporation] corporation registered and authorized to do business in the State of Florida, (hereinafter referred to as “Contractor”). The Request for Proposal RFP XX-XX its attachments and addenda (“RFP”), the Contractor’s Proposal thereto (“Proposal”), are attached hereto as Composite Exhibit “A” (“Agreement Documents”) and incorporated herein by reference. College and Contractor are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

**WHEREAS,** The College desires of establishing an Agreement for the provision of Electrical Maintenance and Repair Services for the Term of this Agreement, (“Services”) with Contractor; and,

**WHEREAS**, The Contractor has considerable knowledge and experience providing said services.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

* 1. **TERM**. For the purpose of Services, the term of this Agreement shall be for three (3) years beginning February 1, 2025 and ending on January 31, 2028. This Agreement may be renewed pursuant to the costs and terms to be agreed upon (if not previously addressed) for two (2) additional one (1) year periods, or any portion thereof. Such renewals shall be contingent upon the discretion of the College, satisfactory performance evaluations of Contractor by the College, and subject to availability of funds by the College.

1. **SPECIAL CONDITIONS**

2.1 PERFORMANCE

2.1.2 Contractor shall perform all services outlined herein and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the amount stated in the Agreement Documents. No compensation will be provided for additional reimbursable expenses.

2.1.3 The Parties agree that time is of the essence in the performance of the Services required under this Agreement. The Contractor agrees that all services shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as well ensure full completion thereof within the time specified.

2.1.4 The Contractor will provide personnel (“Personnel”) as listed in the Agreement Documents to perform services. Personnel shall at all times be the employees of Contractor, and the Contractor shall be solely responsible for the supervision, daily direction and control of such Personnel. The Contractor shall have the right, or the College may request, to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, the Contractor will furnish a replacement. In addition, the Contractor shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers’ compensation and disability). The Contractor reserves the right to hire qualified temporary employees or subcontractors, if the circumstances require to do so, in order to accommodate special requests from the College.

2.2 SCOPE OF WORK. Upon request by the College, the Contractor will provide the College a written price quote in the form of a Work Order, Attachment 1 attached hereto and incorporated by reference, for Services. The College will provide the Contractor with a general description of the Services and the Contractor will have the opportunity to inspect the work site prior to providing the price quote. Price quotes shall be provided promptly on the form attached hereto:

1. All labor shall be estimated using the labor rates set forth in the Agreement Documents
2. All materials, parts, supplies and other cost items shall be estimated in the price quote at actual costs and evidence of cost promptly furnished to the College upon request
3. All other items needed for any particular job shall be described in detail along with the anticipated cost.

Price quotes shall not contain any additional contractual terms or conditions and any such additional contractual terms or conditions shall be null and void. All parts and materials used shall be as specified in Attachment 1. Any exceptions to those specified in Attachment 1 as well as other necessary parts and materials shall be approved by the College prior to work commencement.

2.3 COLLEGE REPRESENTATIVE. The College shall designate a representative to act on the College’s behalf for Project’s assigned under this Agreement. This representative, or their designee, will assign projects to the Contractor, monitor the progress of each assigned project, serve as liaison between the Contractor and the College, receive and process communications and paperwork, examine and approve invoices, reports, estimates, proposals or other documents presented by the Contractor. The Contractor will be notified in writing the representative’s name and contact information and, if applicable, the representative’s designee or any changes thereto.

2.4 SCOPE CHANGES. The College may, upon mutual agreement with the Contractor, require by written order, changes altering, adding to, or deducting from the Services, provided that such changes are within the general scope of this Agreement. Such equitable adjustments require the written consent of both the Contractor and the College, which shall not be unreasonably withheld.

2.5 PRICE. Information regarding price to the College for said Services is detailed in the Agreement Documents. The prices specified herein will remain firm for the term of this Agreement. Consideration of price changes at each renewal period, or as identified in Section 2.2, Scope Changes, will be given provided such changes are reasonable and acceptable to the College.

1. **GENERAL CONDITIONS**

3.1 ACCOUNTING. The Parties shall keep accurate records as to performance of all Services required pursuant to this Agreement, and of all transactions relating to this Agreement.

3.2 PAYMENT. The College shall mail to the Contractor payment within thirty (30) days after receipt of an accepted invoice and receipt, inspection, and approval of the goods and/or services provided in accordance with the terms and conditions of this Agreement. The College may make partial payments to the Contractor upon partial delivery of services, upon request by the Contractor and approval by the College, providing fees or other compensation for services or expenses, hourly or daily rates or units of deliverables are clearly identified in the Agreement Documents. Units of deliverables may include, but not be limited to, reports, or findings, where applicable, that must be received and accepted in writing by the College prior to payment. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre and post audit reviews. Any payment by the College is without prejudice to its right to contest in good faith the accuracy of any fees or expenses and withhold payment in accordance with this Agreement, provided that the College: (i) notifies the Contractor that it is contesting an invoice prior to the due date thereof; (ii) works with the Contractor in good faith to resolve the dispute promptly; and (iii) promptly pays any amount determined to be due upon resolution of the dispute.

The Contractor shall invoice all fees or expenses within 30 days from Services completed and accepted by the College. All invoices shall contain sufficient detail, supporting documentation, and appropriate itemization of all fees and expenses in accordance with this Agreement. Any additional terms or conditions that are provided with an invoice shall be null and void.

3.3 NONEXCLUSIVE AGREEMENT. This is a non-exclusive agreement. The College reserves the right to obtain additional like services and to contract for these services in the future. Nothing herein shall be interpreted to prohibit such future actions nor to guarantee renewal of this Agreement. The College reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

3.4 ORDER OF PRECEDENCE

1. This Agreement, including any Addenda and Amendments hereto;

2. Contractor’s Proposal, and any Addenda thereto;

3. College’s Request for Proposal, and any addenda thereto;

3.5 TERMINATION

3.5.1 FOR DEFAULT. The failure of Contractor to this Agreement to comply with any provisions of this Agreement shall place Contractor in default. Prior to terminating this Agreement, the College shall notify the Contractor in writing, stating the provision or provisions which give rise to the default. The Contractor shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the College may immediately terminate this Agreement by written notice. The failure of the College to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance. The College shall have the right to exercise any and all legal remedies available to them by applicable laws.

3.5.2 FOR CONVENIENCE. The College reserves the right to terminate this Agreement in whole or part or any Work Order at any time when in the best interest of the College without penalty or cause by providing at least ninety (90) days written notice of termination to Contractor.

3.5.3 EFFECTS OF TERMINATION. In the event that the Agreement is terminated early, all Statements of Work then in effect shall terminate upon the termination effective date of the Agreement. Upon receipt of the written notice of Termination, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the College. In the event of termination under this provision, all documents, data and reports prepared by the Contractor as a result of this Agreement shall become the property of and delivered to the College. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Contractor’s sole remedy against the College in the event of termination.

3.6 INDEMNIFICATION. The Contractor will indemnify, defend, and hold harmless the State of Florida, the District Board of Trustees of Florida SouthWestern State College, Florida and SouthWestern State College, their officers, employees and representatives, from and against any and all liability, damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction, or loss of use of any property arising out of, or related to, the Services provided by the Contractor to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor, its employees, or agents.

Without intending to create any limitation relating to the survival of any other provisions of this Agreement, both parties agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply. Such notification shall include all notices and legal process it receives in the most expeditious means available to the affected Party. Each Party agrees that the other may employ attorneys of its own choice to appear and defend the action and that no party shall do anything to compromise the defense of the action or any settlement thereof and shall provide all reasonable assistance which the other may require. The foregoing indemnity shall not apply to settlement of claims made without the consent of both Parties.

3.7 DISPUTE RESOLUTION. Prior to the filing of any litigation by either Party against the other (and, except as described below, as a precondition to any such filing), the College and Vendor shall engage in pre-suit mediation. Such mediation may be required by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e. in accordance with, and subject to, all of the laws and rules applicable to court ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either Party. If the Parties are unable to agree upon the selection of a mediator, either Party may petition or request that the Circuit Court of the county where the project is located (or Mediation Coordinator for the county where the project is located) appoint a mediator. A mediator who is so appointed may only be challenged for cause. While the request for conducting such mediation shall be a precondition to the filing of a civil action, in the event that either Party is in jeopardy of losing its right to sue (i.e. the statute of limitations is about to expire), then a suit may be filed before mediation is conducted, provided that mediation is requested before, or simultaneously with, the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff to that suit shall therefore grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond.

Subject to the preceding paragraph, in the event of any litigation between the Parties arising out of or relating to this Agreement or any Services performed pursuant hereto, the Parties agree that the exclusive venue of any such litigation shall be Lee County, Florida.

It is further understood and agreed by and between the Parties herein that this Agreement is subject to appropriation by the Florida Legislature.

3.8 INSURANCE. At all times during the term of this Agreement, the Contractor shall comply with the following insurance requirements:

3.8.1 The Contractor shall purchase and maintain, during the term of agreement, insurance policies issued by companies licensed in Florida possessing a minimum of A.M. Best company rating of no less than A-VI. Certificates of Insurance issued using the most current ACORD Form 25 and occupational/professional licenses carried by the Contractor shall be furnished to the College prior to commencement of work and annually thereafter as applicable.

3.8.2 With the exception of Professional Liability and Workers’ Compensation, all policies must name the District Board of Trustees of Florida SouthWestern State College, its officers, employees, agents, and volunteers as “Additional Insured” (ISO Form CG 2010, 2004 Edition or equivalent).

The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

The District Board of Trustees of Florida SouthWestern State College, Florida

ATTN: Risk Manager

8099 College Parkway

Fort Myers, Florida 33919

3.8.3 Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured’s obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of the contract at the Certificate Holder’s option.

3.8.4 By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured’s liability under the terms of the agreement. Contractor shall insure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

3.8.5 MINIMUM INSURANCE COVERAGE AND REQUIREMENTS. Prior to the commencement of work, the Contractor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the project. By requiring such minimum insurance, Florida SouthWestern State College shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.

I. Coverage

1. Commercial General Liability – ISO CG 001 Form or equivalent; coverage to include:

Premises and Operations

Personal/Advertising Injury

Products/Completed Operations

Broad Form Property Damage

Independent Contractors

1. Automobile Liability including all:

Any Auto (owned, non-owned, hired)

Personal Injury Protection (when applicable)

1. Worker’s Compensation

Statutory Limits as per Florida Statute 440 including Employer’s Liability

1. Excess/Umbrella Liability (as needed)

Excess of Commercial General Liability, Automobile Liability and Employers Liability; Coverage should be as broad as primary

1. Professional Liability, the policy/coverage shall be amended to include the following (for electrical service contractors only when an approved project involves design services):
2. Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts
3. Claims alleging improper supervision of subcontractors
4. Representative Insured Wording amended to include past principals/employees
5. Cancellation Clause shall provide written notice prior to cancellation to College
6. Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
7. Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice

II. Limits

1. Required Limits. The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The Contractor is required to purchase and maintain Professional Liability.

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| **Commercial General Liability** | |
| Each Occurrence Limit | $1,000,000 |
| General Aggregate | $2,000,000 |
| Personal/Advertising Injury | $1,000,000 |
| Products/Completed Operations Aggregate | $2,000,000 |
| Property Damage | $100,000 |
| Medical Payments (any one person) | $5,000 |
| **Automobile Liability** | |
| Bodily Injury/Property Damage (each accident) | $1,000,000 |
| Personal Injury Protection | Statutory |
| **Workers’ Compensation** | |
| Coverage A (Workers’ Compensation) | Statutory |
| Coverage B (Employer’s Liability) | $1,000,000 |
| **Umbrella Liability** | |
| Each Occurrence Limit ($1-$5M) | $1,000,000 |
| **Professional Liability (for electrical service contractors only when an approved project involves design services)** | |
| Each Claim ($1-$3M) | $1,000,000 |
| Annual Policy Aggregate ($2-$5M) | $2,000,000 |

1. Additional requirements:
2. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, Florida SouthWestern State College
3. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from Florida SouthWestern State College
4. Include a Separation of Insured clause (Cross Liability) for all liability policies
5. The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration
6. Provide uninterrupted Professional Liability for three (3) years after substantial completion of any project (applicable to only electrical service contractors performing work involving design services)
   1. FORCE MAJEURE. In any event that the performance of any covenant(s) of this Agreement shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor union difficulties, strike, civil tumult, terrorism, war, epidemic, or any other reasons proven beyond a Party’s control, the Parties shall respectively be relieved of their obligations stated in this Agreement. With the exception, however, that any funds paid by or on behalf of the College to the Contractor in advance of the Services shall be immediately repaid in full by the Contractor to the College.
   2. INDEPENDENT CONTRACTOR. The Parties acknowledge and agree that the Contractor is and shall be an independent contractor; that neither the Contractor nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of the College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of the College. The Contractor further acknowledges that the College will not withhold any amounts in respect to federal, state, or local taxes from amounts payable by the College to the Contractor hereunder and it shall be the exclusive responsibility of the Contractor to pay all amounts due in respect of applicable federal, state, and local taxes on such amounts.

3.11 OWNERSHIP OF WORK PRODUCT. The College will be considered the owner of all work products produced under and resulting from this Agreement.

3.12 PUBLIC RECORDS. The Contractor agrees to comply with Florida Public Record Law and specifically to comply with the requirements of Section 119.0701(2), Florida Statutes. This Agreement may be unilaterally terminated by the College in the event the Contractor fails to permit public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor as a part of this Agreement after being given ten (10) days written notice of noncompliance.

3.12.1 The Contractor, while acting under this Agreement, shall keep and maintain public records required by the College to perform the Services.

3.12.2 Upon request from the College’s custodian of public records, the Contractor shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Chapter 119, Florida Statutes, or as otherwise provided by law.

3.12.3 In the event of a public records request pertaining to records in Contractor’s possession or control: (i) the Contractor shall promptly provide the College copies of all records created or maintained in the course of performance under this Agreement or all such records to be inspected and copied within a reasonable amount of time; (ii) If Contractor fails to supply such records or make the records available within a reasonable amount of time then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, the Contractor waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law, (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest.

3.12.4 Upon the termination or expiration of this Agreement, the Contractor shall: (i) transfer, at no cost, to the College all public records in possession of the Contractor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, or (ii) keep and maintain public records required by the College to perform the Service and shall meet all applicable requirements for retaining public records

3.12.5 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.

3.12.6 If the Contractor claims information as it relates to this Agreement is exempt from Florida's Public Records Laws, the Contractor must identify specifically any information which it considers to be exempt, citing specifically the applicable exemption law. The College shall be the sole arbiter to Contractor’s exemption claim. The College shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The College shall likewise not be liable if it unknowingly or could not have reasonably known that such information was proprietary or confidential.

**3.12.7 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 489-9010, PublicRecords@fsw.edu, FLORIDA SOUTHWESTERN STATE COLLEGE, 8099 COLLEGE PARKWAY, FORT MYERS, FLORIDA 33919-5566**

3.13 NOTICES. All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice.

The initial representatives of the Parties are as follows:

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| If to College:  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  With a copy to: | If to Contractor:  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  With a copy to: |

3.14 LEGAL AUTHORITY. The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, execute this Agreement and bind itself to its terms.

3.15 ASSIGNMENT. The Contractor shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of the College. Any unauthorized assignment shall be void. Florida SouthWestern State College shall have the right, but not the obligation to terminate this Agreement, without waiver of any other right or remedy, upon notice of Vendor’s assignment in violation of this section.

3.16 BINDING EFFECT. This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties.

3.17 AMENDMENT. No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.

3.18. WAIVER. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

3.19 NO DISCRIMINATION. Florida SouthWestern State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. Questions pertaining to educational equity, equal access, or equal opportunity should be addressed to Title IX Coordinator/Equity Officer, 8099 College Parkway, Fort Myers, Florida 33919, [equity@fsw.edu](mailto:equity@fsw.edu), 239.489.9051 or to the Assistant Secretary for Civil Rights, United States Department of Education. The vendor shall have similar policies for employees assigned to the College.

3.20 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

3.21 GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Florida.

3.22 LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, AND LICENSES. The Contractor shall observe and obey all the laws, ordinances, rules, regulations, and policies of the College and the federal and state governments which may be applicable to the Contractor’s operation at the College, and shall, at the sole cost of the Contractor, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

3.23 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understanding, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement, except as set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

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| **DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE, FLORIDA**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: | **[CONTRACTOR LEGAL NAME]**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |