

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
ENTERPRISE FLORIDA, INC.
AND
UNIVERSITY OF WEST FLORIDA**

THIS AGREEMENT ("Agreement") is entered into this 26th day of June, 2020, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation ("EFI") and University of West Florida, for and on behalf of its Board of Trustees, ("Contractor") in support of the Florida SBDC Network ("FSBDCN") (also herein individually as "Party" and collectively as "Parties").

RECITALS

WHEREAS, EFI is the principal economic development organization for the State of Florida and has the responsibility to provide leadership for business development in Florida by establishing a unified approach to Florida's efforts of international trade and reverse investment, by marketing Florida as a pro-business location for potential new investment, and by assisting in the creation, retention, and expansion of existing businesses; and

WHEREAS, the State of Florida has provided, through legislative appropriation, funding to Enterprise Florida to continue the Florida Export Diversification and Expansion Programs and to assist Florida's existing businesses in their ability to conduct international trade; and

WHEREAS, EFI recognizes that the ability to conduct international trade improves and strengthens Florida's existing businesses; and

WHEREAS, EFI recognizes that companies are more likely to consider a strategic plan for exporting when financial assistance is available; and

WHEREAS, Contractor, through its FSBDCN of Certified Global Business Professionals, represents that it possesses the requisite skills, knowledge qualifications and other specific skills required to complete Export Marketing Plans on behalf of qualified Florida companies; and

WHEREAS, the Parties desire to enter into an Agreement setting forth the terms and conditions in which services are to be provided.

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

1. TERM:

The term of this Agreement shall commence on July 1, 2020 and shall remain in effect for 12 months until June 30, 2021 or until all services described in Paragraph 2, Scope of Services, are complete; or unless earlier terminated as provided herein. This Agreement may be renewable at the absolute discretion of EFI, it being acknowledged that EFI's decision to renew this Agreement shall be based primarily, but not exclusively, on Contractor's fulfillment of its obligations under this Agreement. Any extensions and

renewals shall be agreed to by both Parties in writing and authorized by amendments to this Agreement as stated in Paragraphs 13 and 14.

2. SCOPE OF SERVICES:

As described in Attachment A – Scope of Work, Contractor shall complete twenty-two (22) Export Marketing Plans at a cost of five thousand dollars (\$5,000.00) each, with five hundred dollars (\$500.00) of such amount to be paid by the Plan recipient to the relevant SBDC for which the Export Marketing Plan is prepared. Four thousand-five hundred dollars (\$4,500.00) of such amount shall be paid by EFI to Contractor for a total value not to exceed ninety nine thousand dollars (\$99,000.00).

3. CONFIDENTIALITY:

EFI represents that the Export Marketing Plans and the company-specific information to be provided to Contractor hereunder will constitute proprietary confidential business information or trade secrets as described in Section 288.075, Florida Statutes and will be confidential and exempt from disclosure under Section 119.07(1) and Section 24(a), Article I of the State Constitution. Contractor specifically acknowledges paragraph 20 relating to public records duties of Contractor included in EFI's Standard Terms and Agreements attached as Exhibit B and incorporated herein.

4. CONSIDERATION:

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement, EFI shall pay Contractor up to the sum of four thousand-five hundred dollars (\$4,500.00) for each completed Export Marketing Plan, up to a total of 22 Export Marketing Plans.

Pursuant to its contract with the Department of Economic Opportunity (DEO), EFI's obligation to pay under this Agreement is contingent upon funds appropriated by the Florida Legislature, as referenced in Paragraph 7, Availability of Funds, and DEO's funding obligations to EFI.

5. AGREEMENT MANAGER:

EFI's Manager of Grants and Contracts, Michelle Boylan, or an assigned successor shall act as the Agreement Manager to ensure compliance by Contractor with all of the terms and provisions herein. The Parties and their respective addresses for the purpose of this Agreement are:

EFI: Michelle Boylan, Director, Grants, Contracts & Compliance
Enterprise Florida, Inc.
800 N, Magnolia Ave. Suite 1100
Orlando, FL 32803
Phone: 407-956-5636/Fax: 407-956-5599
mboylan@enterpriseflorida.com

**Sponsored
Research:**

Matthew Schwartz, Ph.D.
Assistant Vice President
Research Administration
University of West Florida
1100 University Parkway, Bldg. 11, Room 111
Pensacola, FL 32514-5750
Phone: 850-474-2824/Fax: 850-474-2082
mschwartz@uwf.edu

FSBDCN:

David P. Weeks, Associate State Director
Florida SBDC Network
University of West Florida
220 West Garden Street, Suite 301
Pensacola, FL 32502-5617
Phone: 850-898-3481
dweeks@uwf.edu

6. NOTICES:
All notices between the Parties provided for herein shall be by either confirmed e-mail, confirmed Fax, confirmed business mail service or certified mail, return receipt requested, delivered to the address of the Parties as set forth in Paragraph 5 above.
7. AVAILABILITY OF FUNDS:
EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds that may be used and are sufficient to support this Agreement and all of EFI's other duties and responsibilities, and upon Contractor's satisfactory performance of its obligations set forth in this Agreement, as determined by EFI.
8. TERMINATION:
This Agreement may be terminated without cause by Contractor with 30 days' notice in writing to the President and CEO of EFI. The Agreement may be terminated by EFI at any time, with or without cause, in a written notice provided by EFI to Contractor. In the event this Agreement is terminated prior to the completion of services outlined in Paragraph 2, Scope of Services, EFI shall pay the contractor for work completed and any obligations and expenses incurred by the Contractor that could not reasonably be canceled.
9. TERMINATION FOR LACK OF FUNDING:
In addition to the right to terminate as otherwise provided in this Agreement, this Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice, or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its absolute discretion.

10. CONFLICTS OF INTEREST:

Contractor acknowledges that EFI represents the interests of Florida businesses and that it is important to EFI that conflicts of interest be avoided. In the event that Contractor engages in activities which could constitute a conflict of interest to EFI or a particular business interest in Florida, EFI has the right to instruct Contractor to discontinue such efforts. In such event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

11. INDEPENDENT CONTRACTOR:

Contractor is acting as an independent contractor and not as EFI's employee in the performance of the Services. Contractor acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of Contractor. Contractor further acknowledges that neither Contractor nor the employees of Contractor will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

12. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the Parties is a non-exclusive one, which allows the Contractor to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.

13. AMENDMENT/MODIFICATION/NOTIFICATIONS:

This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree herein.

Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

14. EFI Contract Terms:

EFI's Standard Contract Terms and Agreements are attached as Attachment B and incorporated herein.

15. COMPLETE AGREEMENT:

This agreement constitutes the entire agreement between the Parties and supersedes all agreements representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year first above written.

FOR: UNIVERSITY OF WEST FLORIDA

("Contractor")

DocuSigned by:
Matthew Schwartz
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Matthew Schwartz, Ph.D.
Assistant Vice President
Research Administration

Date: 06/26/2020

Approved for form and legality:

DocuSigned by:
Pamela Langham
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General Counsel

Date: 06/26/2020

FOR: ENTERPRISE FLORIDA, INC.
a Florida not-for-profit corporation
("EFI")

Jamal Sowell
President and CEO

-or-

Designee

Signature: *Robert Schlotman*
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Name: Robert Schlotman

Title: Chief Operating Officer

Date: 7/15/2020

Attachment A – Scope of Services

Export Marketing Plans for New-To-Export Manufacturers and Professional Services Providers

Program Description:

The Export Marketing Plan program provides pre-qualified companies/applicants with a strategic plan for exporting customized to their specific needs and capabilities. The Plan(s) help companies effectively execute their export development strategies by targeting the most suitable overseas markets, developing successful country launch strategies, and providing overseas promotion campaign options. The Plans are completed by a network of Certified Global Business Professionals (CGBPs) located in Small Business Development Centers (SBDCs) throughout the state. The U.S. Export Assistance Centers in Florida and Enterprise Florida field offices act as ad hoc advisors. Each applicant is pre-qualified jointly by the CGBP and EFI's local trade representative based on criteria established together by Enterprise Florida and the FSBDN Network. The program is promoted by Enterprise Florida, U.S. Export Assistance Centers in Florida, Florida Small Business Development Centers, the Manufacturer's Association of Florida, the Florida Chamber of Commerce and other trade promotion agencies.

Deliverables & Costs:

The total cost for preparation and delivery of a company-specific Export Market Plan is \$5,000.00. Each company will pay the local SBDC \$500.00 towards the cost of the Plan when the company signs the Letter of Engagement provide by the CGBP at the beginning of the process. Enterprise Florida will use Florida Export Diversification and Expansion funds to pay the Contractor the \$4,500.00 balance for each Plan. Upon completion of each Export Marketing Plan, the relevant SBDC will forward (electronically) to Contractor, FSBDN, and EFI Contract Manager the completed Export Marketing Plan, Acknowledgement of Receipt letter and copy of \$500 payment from company. Contractor will forward the documents and an invoice for payment to EFI.

A total of twenty-two (22) Export Marketing Plans for a total cost to EFI not to exceed \$99,000.00 will be completed.

Attachment B.

Enterprise Florida Standard Contract Terms & Agreements 2020-2021

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement with or without cause at any time by providing written notice to Contractor. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein.

3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.

5. Contractor shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

6. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.

7. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

8. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

9. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted

vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

10. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

11. Pursuant to its contract with DEO, EFI's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI.

12. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

13. EFI does not endorse any contractor, commodity, or service, and this Agreement may not be used to imply any such endorsement.

14. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

15. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida.

16. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

17. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

18. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

19. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

20. EFI shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Contractor or any contractor or subcontractor cause for termination of this Agreement.

- a. EFI's contract with DEO, and Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires contracts in excess of nominal value to expressly require Contractor to:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement; and,
 2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- c. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

21. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

22. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

- a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.
- b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.
- c. Contractor shall 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, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.
- e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Contractor's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. **If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.** In the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to defend EFI in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Contractor for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

j. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: kkeenan@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.**