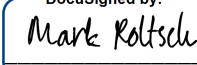



Contract for Services Agreement ("Contract")				
<b>SANTA ROSA COUNTY SCHOOL BOARD</b> Governing body for the Santa Rosa County School District		<b>UNIVERSITY OF WEST FLORIDA</b> For and on behalf of its Board of Trustees ("UNIVERSITY")		
5086 Canal Street Milton, FL 32570		Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750		
TEIN: 59-6000845	DUNS	TEIN: 59-2976783	DUNS 053000709	
Does funding originate from a Federal prime source? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, complete following Original Source of Funds: _____ Project or Funding Reference Number/PRIME AWARD: _____ Name of Federal Agency: _____ CFDA Number: _____ Name of Federal Program: _____				
Contract Period of Performance: FROM: 09/01/2017 TO: 08/31/2022		Amount Funded \$468,788	Matching Fund s \$0	Total \$468,787
Project Title: Professional Educators Assessment and Results Systems (PEARS) – Maintenance				
Reporting Requirements: See Attachment 1				
<b>Terms and Conditions</b>				
(1) SPONSOR hereby awards a <input type="checkbox"/> cost reimbursable <input checked="" type="checkbox"/> firm fixed price <input type="checkbox"/> firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in UNIVERSITY's proposal dated June 2, 2017, as shown in Attachment 1, incorporated herein. (2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to state agencies. (3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report. (4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2. (5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2. (6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts. (7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations. (8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR (9) This Contract is comprised of this document and the Attachments 1-3 attached hereto, which are made part hereof by reference. By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.				
SANTA ROSA COUNTY SCHOOL BOARD Governing body for Santa Rosa County School District  _____ Tim Wyrosdick Superintendent of Schools		UNIVERSITY OF WEST FLORIDA For and on behalf of its Board of Trustees:  DocuSigned by:  Mark H. Koltzsch, Ph.D. Assistant Vice President for Research  Approved for Form and Legality:  University Counsel 		
_____ Date		_____ Date		

**Attachment 1**  
**STATEMENT OF WORK AND SCHEDULE OF COMPENSATION**

This is a ☐ cost reimbursable ☒ fixed price ☐ fixed rate contract for services in the amount not to exceed \$468,788 to cover costs associated with the project identified on the previous page and as shown on the following University proposal and/or quotation.

The University of West Florida will provide the following services related to the hosting and maintenance of the Professional Educators Assessment and Results System (PEARS) as outlined below and in the attached proposal dated June 1, 2017.

<b>SERVICES PROVIDED:</b>
Customer service and bug fixes
Updates and Maintenance of code
Database Maintenance
Microsoft Azure Infrastructure and Cloud Service Maintenance
User Documentation and Limited Training
One-time Archive of PEARS data

Quarterly payments will be made based on the following schedule with payments due 30 days after the end of each Quarterly Period of Performance.

<b>ANNUAL PERIOD OF PERFORMANCE</b>	<b>QUARTERLY PERIOD OF PERFORMANCE</b>	<b>QUARTERLY PAYMENT</b>	<b>TOTAL COST PER YEAR</b>
Year 1: 09/01/2017 – 08/31/2018	09/01/2017 – 11/31/2017 12/31/2017 – 02/31/2018 03/01/2018 – 05/30/2018 06/01/2018 – 08/31/2018	\$21,594 \$21,594 \$21,594 \$21,596	\$86,378
Year 2: 09/01/2018 – 08/31/2019	09/01/2018 – 11/31/2018 12/31/2018 – 02/31/2019 03/01/2019 – 05/30/2019 06/01/2019 – 08/31/2019	\$22,447 \$22,447 \$22,447 \$22,448	\$89,789
Year 3: 09/01/2019 – 08/31/2020	09/01/2019 – 11/31/2019 12/31/2019 – 02/31/2020 03/01/2020 – 05/30/2020 06/01/2020 – 08/31/2020	\$23,354 \$23,354 \$23,354 \$23,352	\$93,414
Year 4: 09/01/2020 – 08/31/2021	09/01/2020 – 11/31/2020 12/31/2020 – 02/31/2021 03/01/2021 – 05/30/2021 06/01/2021 – 08/31/2021	\$24,368 \$24,368 \$24,368 \$24,366	\$97,470
Year 5: 09/01/2021 – 08/31/2022	09/01/2021 – 11/31/2021 12/31/2021 – 02/31/2022 03/01/2022 – 05/30/2022 06/01/2022 – 08/31/2022	\$25,434 \$25,434 \$25,434 \$25,435	\$101,737
Total Period of Performance: 09/01/2017 – 08/31/2022		\$468,788	\$468,788



INNOVATIVE RESEARCH ♦ INTELLIGENT SOLUTIONS  
A Center of the University of West Florida

June 1, 2017

Elizabeth West  
Director of Human Resources  
Santa Rosa County School District  
5086 Canal Street  
Milton, FL. 32570

Dear Mrs. West,

Thank you for meeting with the representatives of the Haas Center IT team on Thursday, May 4<sup>th</sup>, 2017. Please find below the UWF Haas Center proposed costs for the software maintenance of the Professional Educators Assessment and Results System (PEARS). Our proposal outlines the scope of services and projected costs.

## Scope of Maintenance and Hosting Services

The Haas Center shall provide the following maintenance and hosting services:

- Customer service and bug fixes
  - Email and telephone support for PEARS related issues
  - Code and database updates to correct system bugs
- Updates and Maintenance of Code
  - Updates to PEARS system code and database to include legislated changes that affect the FEAPS/FPLS rubrics and or calculations.
  - Legislated changes that require new development/coding of existing user interface modifications of the existing database structure will require separate negotiation
- Database Maintenance
  - Yearly loading of FEAPS/FPLS rubrics, calculations, and PDP, Student Performance, and Survey scores.
- Microsoft Azure Infrastructure and Cloud Service Maintenance
  - Updates and maintenance of code to conform to Azure platform specifications
  - Updates and maintenance to maintain connectivity between SRCSD Active Directory and Azure ADFS.
  - Nightly file processing for data sent from SRCSD
- User Documentation and Limited Training
  - Updates to User Documentation to include detailed screen shots and email tutorials
- One-time Archive of PEARS data as a specified time

## Costs

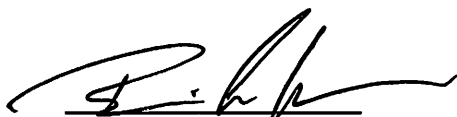
The Haas Center proposes to provide the above services at the rate specified for each year in the following table. Any fees associated with the SSL certificate are not included in this proposal and will be the responsibility of SRCSD. The costs include maintenance services and Microsoft Azure hosting costs and fees.

<b>PEARS Annual Support</b>				
Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
<b>\$86,377.74</b>	<b>\$89,788.61</b>	<b>\$93,413.99</b>	<b>\$97,469.52</b>	<b>\$101,737.36</b>

The Haas Center proposes to provide the above services at the rate specified for each year.

Thank you for the opportunity to offer this proposal. Please advise as to any questions, and should you opt to accept this proposal, we will immediately move to contract execution.

Sincerely,



Brice F. Harris, Ph.D.  
Principal Investigator  
Professional Educators Assessment and Results System

**Attachment 2**  
**CONTACT REPRESENTATIVES**

Sponsor Contacts		University of West Florida Contacts	
FID #59-6000845 / DUNS #		FID #59-2976783 / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name:	Elizabeth West	Name:	Theresa Miller, CRA
Title:	Director of Human Resources	Title:	Senior Grants Specialist
Address:	Santa Rosa County School District 5086 Canal Street	Address:	Research and Sponsored Programs 11000 University Parkway
City ST Zip	Milton, FL 32570	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 983-5030	Phone:	(850) 474-2827
E-mail:	<a href="mailto:WestE@mail.santarosa.k12.fl.us">WestE@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:tbyrd@uwf.edu">tbyrd@uwf.edu</a>
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name:	Elizabeth West	Name:	Dr. Brice Harris
Title:	Director of Human Resources	Title:	Assistant Vice President
Address:	Santa Rosa County School District 5086 Canal Street	Address:	Haas Center 220 West Garden Street
City ST Zip	Milton, FL 32570	City ST Zip	Pensacola, FL 32502
Phone:	(850) 983-5030	Phone:	(850) 439-5400
E-mail:	<a href="mailto:WestE@mail.santarosa.k12.fl.us">WestE@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:bharris@uwf.edu">bharris@uwf.edu</a>
Financial Point of Contact		Financial Point of Contact	
Name:	Elizabeth West	Name:	Donna Frazee
Title:	Director of Human Resources	Title:	Associate Director
Address:	Santa Rosa County School District 5086 Canal Street	Address:	Research and Sponsored Programs 11000 University Parkway
City ST Zip	Milton, FL 32570	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 983-5030	Phone:	(850) 473-7111
E-mail:	<a href="mailto:WestE@mail.santarosa.k12.fl.us">WestE@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:dfrazee@uwf.edu">dfrazee@uwf.edu</a>
Authorized Official		Authorized Official	
Name:	Tim Wyrosdick	Name:	Mark H. Roltsch, PhD
Title:	Superintendent of Schools	Title:	Assistant Vice President for Research
Address:	Santa Rosa County School District 5086 Canal Street	Address:	Research & Sponsored Programs 11000 University Parkway
City ST Zip	Milton, FL 32570	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 983-5001	Phone:	(850) 474-2824
E-mail:	<a href="mailto:WyrosdickT@mail.santarosa.k12.fl.us">WyrosdickT@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:mroltsch@uwf.edu">mroltsch@uwf.edu</a>

### **Attachment 3**

**ADDITIONAL TERMS AND CONDITIONS ORCE MAJEURE** University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control, determined in the University's discretion, including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

**SEVERABILITY** In the event any provision of this contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

**NONDISCRIMINATION** The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101 are incorporated into this Contract by reference as if fully set forth herein.

**TAXES, FEES AND PERMITS** The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

**PUBLIC RECORDS** Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

**INSURANCE** University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

**LIMITATION OF LIABILITY** In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Contract. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Contract. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Contract.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of §768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in § 768.28, Florida Statutes.

**GOVERNING LAWS/VENUE** This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in the State Courts of Escambia County, Florida.

**INTELLECTUAL PROPERTY** The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the “Work Product”) without modification. University ownership of copyright shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without written permission from the University.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as “This project was supported by the Santa Rosa County School Board through the University of West Florida.”

**INDEPENDENT CONTRACTOR STATUS** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.