

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: 2023-05NCSA

ENTITLED: AMERICAN SIGN LANGUAGE INTERPRETATION SERVICES

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND TOP SIGN LANGUAGE INTERPRETING LLC

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees (“University” or “UCF”) and TOP SIGN LANGUAGE INTERPRETING LLC (“Contractor”). The parties agree as follows:

1. **ACKNOWLEDGMENT.** The Contractor acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Contractor will provide American Sign Language Services for deaf and hard of hearing (DHH) individuals. Goods/services shall be provided in accordance with UCF’s Invitation to Negotiate (ITN) Number 2023-05NCSA and the Contractor’s Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment “B” to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment “A”.
3. **CONTRACT TERM.** The Contractor shall commence performance of the terms of this Agreement on July 1, 2024, and shall end his/her performance of this Agreement on June 30, 2027. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.
4. **PAYMENT.**
 - A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University’s receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
 - B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.

- C. The University shall not be bound to any prepayment penalty clauses.
 - D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
 - E. Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.
5. **CONTRACTOR OMBUDSMAN STATEMENT.** The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
6. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
7. **ASSIGNMENTS.** Under no circumstances shall the Contractor assign to a third party any right or obligation of the Contractor pursuant to this Agreement without prior written consent of the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
8. **BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of the Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.
9. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow 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 in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
10. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

- 11. EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, ITAR, and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor, and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export-controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.
- 12. CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that the Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.
- 13. DELIVERY.** Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x 48" pallet. The Contractor shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
- 14. EMPLOYMENT OF ALIENS.** The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.

15. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.
16. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
18. **INDEMNIFICATION.** The Contractor shall hold the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
19. **INDEPENDENT CONTRACTOR.** 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.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
21. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
22. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
23. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement

and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

24. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF:

Procurement Services
12424 Research Pkwy, Ste 355
Orlando, FL 32826

For Contractor:

Top Sign Language Interpreting LLC
3208 E Colonial Dr. #284
Orlando, FL 32803

25. **PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. The Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

26. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this Agreement and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein.

27. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.

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: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.

28. RECORDS. The Contractor agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities

pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.

29. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
30. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
31. **EQUAL OPPORTUNITY.** This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.
32. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
33. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
34. **CONTRACTOR INSURANCE.** All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.
 1. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
 2. **General Liability:** The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, Contractor will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the

University of Central Florida Board of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

3. **Auto Liability:** If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , the Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
4. **Workers’ Compensation:** The Contractor shall provide a Certificate of Insurance evidencing Workers’ Compensation coverage consistent with Florida Statute and Employer’s liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , the Contractor will maintain said Workers’ Compensation and Employer’s Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:
Email: RiskManagement@ucf.edu

35. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University’s General Counsel’s Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University’s Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
36. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
37. **SECURE HANDLING OF UCF DATA.** The University requires Contractors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement (“SLA”) that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Contractor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.

- 38. SMOKE-FREE POLICY.** The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.
- 39. CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor's behalf (including, but not limited to the Contractor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Contractor's employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
- 40. REPORTING OF CHILD ABUSE.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
- 41. REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
- 42. E-VERIFY.** To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.
- 43. ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:
- A.** This Agreement;
 - B.** The University's ITB/ITN and ITB/ITN specifications, if any;
 - C.** The Contractor's ITB/ITN response; and
 - D.** Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES TOP SIGN LANGUAGE INTERPRETING LLC

Michael D Johnson

Kari

Signature: _____
Signed: Wednesday, June 12, 2024

Signature: _____

Date: _____

Date: 06/07/2024

Printed: MICHAEL D. JOHNSON

Printed: KATRYNA ARIAS

Title: PROVOST

Title: OWNER

ATTACHMENT “A” PRICE SCHEDULE

In accordance with the University of Central Florida’s ITN No. 2023-05NCSA and the Contractor’s response.

	On Campus	Remote
Standard Hourly Rate (Monday – Friday 7:00 am - 5:00 pm)	\$100/hr	\$100/hr
Per Minute	N/A	N/A
Minimum Service Times (minutes or hours)	Three (3) hour minimum	Three (3) hour minimum
Additional Differentials Listed Below: Fees are stackable and may apply simultaneously dependent on assignment details.		
Hourly Rate: Nights (5:00 pm - 7:00 am)	Rate +15/hr	Rate +\$15/hr
Hourly Rate: Weekends: Saturday and Sunday	Rate +15/hr	Rate +\$15/hr
Hourly Rate: Federal Holidays	Time and a Half (1.5X total rate)	Time and a Half (1.5X total rate)
Late Requests (less than 48 business hours in advance of assignment)	Rate +\$20/hr	Rate +\$20/hr
Rush Requests (less than 2 business hours in advance of assignment)	Rate + \$40/hr	Rate + \$40/hr
Recording Fee Additional fee for assignments including any publicly accessible live-streaming of an interpretation, embedded audio or video recording of interpretation into a course for recurring use over future semesters, or any other public sharing/projecting of an interpreted event and/or course. **Consent to record does not include consent to use the interpreters’ images in any form of Artificial Intelligence programming.	Rate + \$20/hr	
Specialized Service Legal, Platform, Presentation, Formal University Address, Commencement, and any formal/enhanced service needs	Rate + \$15/hr	
Trilingual (ASL-English-Spanish)	Rate +\$15/hr	
Deaf-Blind Tactile and Pro-Tactile interpreters	Rate + \$15/hr	

- **Confirmation:** Requests for services do not guarantee confirmation of services. A confirmation of services will be submitted to Client once interpreter(s) are assigned.
- **Number of Interpreters:** Contractor reserves discretion to determine how many interpreters are necessary for an assignment based on the assignment duration, content, needs of consumers, setting, etc.
- **Prep Time:** If UCF and contractor designees mutually agree that the course subject matter requires considerable prep time, UCF will pay \$50 for a one-time initial preparation fee for a course when it is the interpreters first time preparing for the course. Class shall be 2 hrs and 45 minutes in length or longer.
- **Hurricanes:** If the university closes for a hurricane, or extends the closure for longer than expected, Contractor will not invoice UCF for those dates when UCF has made best effort to communicate the closure. UCF strives to give the campus approximately 24 business hours (business hours being Monday through

Friday 7:00 am to 7:00 pm) or greater notice of closure and reopening times. UCF provides updates at www.ucf.edu, on UCF social media, and via other outlets. UCF will communicate with Contractor unless personally impacted by weather events.

- In general, the Contractor may not charge mileage, parking, meals or lodging expenses. However, UCF will allow a flat fee of **\$35 per day** to be charged when an interpreter is traveling **more than** 30 miles one-way to UCF Main Campus or site of assignment. Documentation of interpreter's starting point to UCF Main Campus or site of assignment, as applicable, should be submitted with the invoice.
- Contractor agrees to submit accurate and correct invoices for each month of services provided with invoices received within 15 days of the previously completed month.
- If additional time is needed for an assignment, the service provide will accommodate according to availability, notify UCF as soon as possible, and all bill time overstated end time in 30-minute increments.
- Contractor understands that UCF is not under any obligation to pay for contracted time if the approved and assigned contractor/staff for any area does not show for an assignment.
- If contractor is late to an assignment, UCF will pay for a pro-rated rate based on time of arrival.
- **Cancellation:** Any contracted assignment cancelled by UCF with less than 48 business hours prior to the scheduled start time for that assignment will be paid in full.
- **Consumer No-Show:** Interpreter(s) will wait 20 minutes for consumers to arrive to scheduled assignment. If no consumers arrive within the first 20 minutes of assignment time, and if Client has not heard from consumers about potential arrival, interpreter(s) will be permitted to leave and assignment will be paid in full.

ATTACHMENT “B” SCOPE OF WORK

Provide timely access for deaf and hard of hearing (DHH) individuals.

American Sign Language (ASL) Interpretation: This service would primarily be facilitated in the physical and/or virtual classroom environments as well as during other on-campus activities. Contractor will conduct this service both on-campus AND virtually in select situations with on-campus provision being the primary means of service delivery. Contractor shall provide nationally certified interpreters for courses and campus activities. Pre-certified interpreters will be accepted based on skill and experience with university level material. Strong preference will be given to nationally certified interpreters. Interpreters shall adhere to all tenets of the Registry of Interpreters Code of Professional Conduct.

Contractor and staff in all areas shall:

- Place a high value on professionalism
- Adhere to standards of confidential communication and agree to immediately report to SAS any breach of students’ sensitive and personal information
- Understand UCF’s commitment to quality education. As part of our continuing commitment to quality services provided to faculty and students, UCF may at times observe and evaluate interpreters without notice.
- Strive to maintain continuity of providers for ongoing assignments
- Be willing to make schedule adjustments regarding student feedback and preferences