

**MONROE COUNTY SCHOOL DISTRICT**  
**Contractor's Refusal to Sign District Standard Form Contract**

Please be advised that pursuant to the policies and procedures of The School Board of Monroe County, Florida, all contracts between companies and/or contractors and the School District are to be documented using standard form contracts of the School Board. It is our understanding; however, that you /your company prefers and/or otherwise refused to utilize a standard form contract for goods or services.

Furthermore, Florida Statute §119.0701 requires that all contracts entered into by the Board contain the following requirements:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.

(b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.

(d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

**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**

**INTERNAL SERVICES DIVISION**  
**Purchasing | Property Control | Contract and Records Management**  
241 Trumbo Road • Key West, FL 33040  
Tel. (305) 293-1400  
[www.KeysSchools.com](http://www.KeysSchools.com)



**MONROE COUNTY SCHOOL DISTRICT  
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Instructure, Inc., of the City/Township/Parrish of Salt Lake City, State of Utah, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:  
Name of company/vendor: Instructure, Inc.  
Nature of services presently being offered to School District: Education software

2) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

3) ☐ I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

7-9-19  
Date

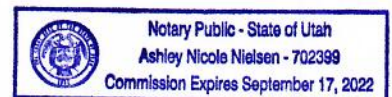
Everett Brown  
(Signature of Authorized Representative)

STATE OF Utah  
COUNTY OF Salt Lake

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Everett Brown who, ☒ being personally known, ☐ or having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 9th day of July, 2019.

Ashley Nicole Nielsen  
NOTARY PUBLIC

9/17/22  
My commission expires:



**THE CUSTODIAN OF PUBLIC RECORDS AT: Phone: 305-293-1400, Email to [Records@KeysSchools.com](mailto:Records@KeysSchools.com), or mail to MCSD, 241 Trumbo Rd., Key West, FL 33040.**

Kindly acknowledge your preference to not utilize a School Board of Monroe County standard form contract by signing below, and agree to comply with F.S. §119.0701 as indicated above. Please return a signed copy of this letter to the School Board of Monroe County at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact me.

Suanne C. Lee  
Director of Internal Services

---

I would prefer not to use or have otherwise refused to use a Monroe County School Board standard form contract. I also agree to comply with F.S. §119.0701 and acknowledge the above requirements.

7-9-19

Date



Signature of Vendor

AR clerk

Printed Name and Title of Vendor



### DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 9<sup>th</sup> day of July, 2019.

By   
Authorized Signature/Contractor

AR Clerk  
Typed Name/Title

Instructure Inc.  
Contractor's Firm Name

6330 South, 300 East Ste. 700  
Street Address

Salt Lake City Utah 84121  
City/State/Zip Code

+1 801 869 5000  
Area Code/Telephone Number