



THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the School Board of Alachua County, Florida ("SBAC"), and \_\_\_\_\_ ("Contractor").

WHEREAS, SBAC desires to engage Contractor to render \_\_\_\_\_ services ("Services");

NOW, THEREFORE, for and in consideration of the foregoing recitals, the undertakings and agreements hereinafter provided, the parties agree as follows:

ARTICLE 1 - SERVICES

SBAC hereby engages Contractor to perform the Services contained in Attachment A, "Scope of Services," and Contractor hereby agrees to provide the Services to SBAC.

ARTICLE 2 - TIME OF COMMENCEMENT AND COMPLETION

Contractor shall commence performance of the Services on or about \_\_\_\_\_, 20\_\_\_\_, and the Services shall be completed on or about \_\_\_\_\_, 20\_\_.

ARTICLE 3 - COMPENSATION

SBAC shall compensate Contractor for successful performance of the Services in the not-to-exceed price amount of \$ \_\_\_\_\_, in accordance with the Services' fees delineated in Attachment A.

ARTICLE 4 - METHOD OF PAYMENT

Terms are Net 30 days after receipt of an acceptable invoice reflecting satisfactory completion of the Services, or some portion thereof as approved by SBAC, in accordance with this Agreement. Invoices shall be submitted in duplicate to SBAC at the following email address: \_\_\_\_\_ . All invoices shall, at a minimum, include the following information:

- Purchase Order #
- Description of services provided;
- Amount Billed.

ARTICLE 5 – JESSICA LUNSFORD ACT - CONTRACTOR CERTIFICATION

SBAC is required to conduct background screening of Contractor (including its employees, agents, and sub-contractors) (go to [www.sbac.edu](http://www.sbac.edu) for finger printing and Level 2 screening procedures). Background screening includes submission of Contractor's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Contractor.

(a) If Contractor's performance either **is** anticipated to result in direct contact with students, or will give Contractor access to or control of school funds, then the screening standard is that Contractor may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.

(b) If Contractor's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Contractor may not have been convicted of any of the following offenses: Any offense listed in Florida Statutes section [943.0435\(1\)\(a\)1](#), relating to the registration of an individual as a sexual offender; section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; section [775.30](#), relating to terrorism; section [782.04](#), relating to murder; section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; section [826.04](#), relating to incest; section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

***Exemptions from fingerprint based background screening:*** If Contractor's work is non-instructional in nature, then Contractor may be exempt from the background screening requirements above if Contractor meets one of the following criteria: **1)** Contractor is under the direct supervision of a School Board employee or contractor or one or more Contractor employees who have had a criminal history check and meets the screening requirements under sections [1012.32](#), [1012.465](#), [1012.467](#), or [1012.56](#), [Florida Statutes](#). "Direct supervision" means that a School Board employee or contractor or one or more Contractor employees are physically present with Contractor when Contractor has access to a student and the access remains in the School Board employee's or the contractor's or the Contractor's employees' line of sight; **2)** Contractor is required by law to undergo a level 2 background screening pursuant to section [435.04](#) for licensure, certification, employment, or other purposes and Contractor submits evidence of meeting the following criteria: a) Contractor meets the screening standards in section [435.04](#), b) Contractor's license or certificate is active and in good standing, if Contractor is a licensee or certificate-holder, c) Contractor has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Contractor is a law enforcement officer, as defined in section [943.10](#), who is assigned or dispatched to school grounds by Contractor's employer; **4)** Contractor is an employee or medical director of an ambulance provider, licensed pursuant to chapter [401](#), who is providing medical transportation services; **5)** Contractor remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Contractor provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Contractor is exempt as defined above, Contractor will be subject to a search of Contractor's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under [943.043](#), [Florida Statutes](#), and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

**Certification:** By executing this Agreement, Contractor swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Contractor agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Contractor's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida.

#### ARTICLE 6 – PERMITS AND LICENSES

Contractor shall, at its expense, obtain all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services.

#### ARTICLE 7 - COMPLIANCE WITH LAWS

(c) Contractor agrees to be bound by, and at its own cost, comply with all federal, state, and local laws, ordinances and regulations applicable to the Services.

(d) In the performance of the Services, Contractor shall comply, at its expense, with all health and safety programs required by law.

#### ARTICLE 8 - STANDARD OF CARE, WARRANTY

(a) Contractor will perform the Services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials.

Contractor warrants and represents to SBAC that it possesses the expertise, capability, equipment and personnel to properly perform the Services and that it is properly and legally licensed to perform the Services. Contractor acknowledges that SBAC is relying on the warranties and representations made by Contractor.

#### ARTICLE 9 - CONFLICT OF INTEREST

This Agreement is subject to the provisions of Chapter 112, Florida Statutes. Contractor shall disclose the name of any officer, director, or agent who is also an employee of SBAC. Further, Contractor shall disclose the name of any SBAC employee who owns, directly or indirectly, an interest of 5% or more in Contractor's firm or any of its branches.

#### ARTICLE 10 - DELIVERABLES

(b) All Project deliverables (the "Deliverables"), including, but not limited to, any and all reports, drawings, plans, designs, software, and specifications prepared by Contractor pursuant to this Agreement are part of the Services contracted for by SBAC and are SBAC's property. Upon request of SBAC, Contractor shall deliver to SBAC all Deliverables which are within Contractor's possession and control. Contractor may retain one (1) set of all Deliverables for its files.

(c) Deliverables may be used or reused by SBAC without further authorization from Contractor.

ARTICLE 11 - CONTRACTOR INSURANCE

Contractor shall, at Contractor's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of Contractor:

*Workers Compensation – Coverage A - Statutory*

*Comprehensive General Liability*

**\$1,000,000 Each Occurrence**

**\$1,000,000 Per Project Aggregate**

**\$1,000,000 Products and Completed Operations**

**Aggregate**

**Premises operations**

**Blanket Contractual Liability**

**Personal Injury Liability**

**Expanded Definition of Property Damage**

*Comprehensive Automobile Liability (Combined Single Limit) - \$1,000,000 Each Occurrence*

*Professional Liability Insurance - \$1,000,000 Each Occurrence*

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. Contractor shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: "*Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC.*" **Contractor is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

ARTICLE 12 - CONTRACTOR'S INDEMNIFICATION OF SBAC

(a) Contractor shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

(b) Violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Contractor in performance of the work described herein; or (c) liens, claims or actions made by Contractor or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by Contractor.

### ARTICLE 13 - INVENTIONS AND DISCOVERIES

SBAC has the right to require that Contractor assign to SBAC all rights of Contractor to procure a patent or copyright on any discovery, work, or invention of Contractor, developed or discovered by Contractor in direct connection with the Services, and on request by SBAC, Contractor shall promptly execute and deliver to SBAC any and all documents requested by SBAC. Contractor expressly covenants and agrees to promptly communicate and disclose to SBAC all such inventions and discoveries. Proprietary Contractor information and professional tools, such as other information that might compromise the Contractor's professional business, are exempt from this article.

### ARTICLE 14 - COMPLIANCE WITH SAFETY STANDARDS AND WORK RULES

(a) At a minimum, Contractor warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of this Agreement.

(b) Contractor will also observe and comply with all safety requirements mandated by SBAC policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of this Agreement. Further, Contractor may be disbarred from participating in any SBAC procurement of goods and services made by SBAC for a period of 12 months.

(c) Material Safety Data Sheets (MSDS) shall be provided for any substances used in performance of Services that are found on the current State of Florida Toxic Substances List must, in accordance with F.S. 442.106.

### ARTICLE 15 - MODIFICATIONS TO AGREEMENT

SBAC reserves the right at any time to make changes in the scope of or specifications for the Services. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by mutual agreement and the Agreement shall be modified in writing accordingly.

### ARTICLE 16 - FORCE MAJEURE

Neither Contractor nor SBAC shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, unavailability of labor, materials or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued.

### ARTICLE 17 - PROJECT DELAYS

Contractor shall notify SBAC, in writing, within five (5) days of when Contractor knew or reasonably should have known of the impact of an occurrence of an event that may result in a delay of the performance of the Services. Thereafter, Contractor and SBAC shall immediately enter into discussions to arrive at a mutually satisfactory revision to the time of completion of the Services and/or compensation for the Services.

#### ARTICLE 18 – ARTICLE 18 – TERMINATION FOR CONVENIENCE

- (a) SBAC shall have the right to terminate this Agreement at any time, without cause, for its convenience upon ten (10) days advance written notice to Contractor.
- (b) Upon termination, SBAC shall compensate Contractor for Services satisfactorily rendered through the date of termination in accordance with the terms and provisions of this Agreement.
- (c) SBAC shall not be obligated hereunder nor likewise liable to pay Contractor any other costs, losses, damages or expenses arising out of or related to the termination of this Agreement or any services performed hereunder.
- (d) Upon termination of this Agreement, Contractor shall provide and turn over to SBAC all Deliverables prepared up to and including the date of such termination.

#### ARTICLE 19 - TERMINATION FOR DEFAULT

SBAC reserves the right to terminate this Agreement for failure of Contractor to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to Contractor. In the event of termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Contractor shall reimburse SBAC any excess costs incurred thereby.

#### ARTICLE 20 - CONTRACTOR REPRESENTATIVE

Contractor shall designate a person to act as the Contractor's representative for Services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Contractor's policies and decisions with respect to the Services.

#### ARTICLE 21 - INDEPENDENT CONTRACTOR

Contractor, while acting for SBAC under this Agreement, shall have the status of an independent contractor, not that of an agent or employee. Contractor shall have no right or power to enter into any contract or commitment on SBAC' behalf. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and Contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Contractor's failure to do so, Contractor shall forthwith reimburse SBAC for the entire amount so paid by it.

#### ARTICLE 22 - CONTRACTOR PERSONNEL

- (a) Contractor shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of this Agreement, to provide the goods and/or services described herein.
- (b) Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of Contractor, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older.
- (c) Personnel performing Services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.
- (d) When accessing any SBAC site, Contractor shall notify department or school personnel and follow customary sign-in procedures. All Contractor personnel shall wear clothing identifying them as an employee of Contractor (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

### ARTICLE 23 - NON-DISCRIMINATION IN EMPLOYMENT

(a) Contractor certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

(b) An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

### ARTICLE 24 - PUBLIC ENTITY CRIMES AFFIDAVIT

A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section [287.017](#), for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

### ARTICLE 25 - NOTICES

Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person or within three days after deposit in the United States mail, certified mail, with postage prepaid, return receipt requested, addressed to the appropriate party at the address set forth for such party on the last page of this Agreement.

### ARTICLE 26 - ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties relating to the provision of the Services by Contractor to SBAC and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by written instrument signed by each party.

### ARTICLE 27 - GOVERNING LAW

This Agreement is subject to and is to be construed according to the laws of the State of Florida and venue shall be in Alachua County, Florida.

### ARTICLE 28 - ASSIGNMENT, SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by Contractor without first obtaining the written consent of SBAC. Assignment of the Agreement or any portion thereof without such written permission shall be grounds for immediate termination.

### ARTICLE 29 - SEVERABILITY

If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

### ARTICLE 30 - SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Contractor and SBAC shall survive the completion of Services hereunder and the termination of this Agreement.

### ARTICLE 31 - WAIVER OF CONTRACT BREACH

The waiver by SBAC of any breach of this Agreement, or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

### ARTICLE 32 - PRECEDENCE

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any SBAC-issued purchase order, requisition, notice to proceed, or like document regarding the Services.

### ARTICLE 33 - RECORDS

Contractor shall retain in legible form all logs, field data, bills, results of analyses, notes and other records relating to the Services hereunder for a period of five (5) years following completion or termination of the Services.

### ARTICLE 34 - CHAPTER 119, FLORIDA STATUTES

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Contractor's duties under this Agreement, and will specifically:

- a. Keep and maintain public records required by SBAC to perform the service;
- b. Upon request from SBAC's custodian of public records, provide SBAC 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 the Chapter 119, Florida Statutes 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 Contractor does not transfer the records to SBAC;
- d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of Contractor or keep and maintain public records required by SBAC to perform the service. If Contractor elects to transfer all public records to SBAC 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, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

### ARTICLE 35 – CONFIDENTIAL INFORMATION

Contractor recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, Contractor, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Contractor agrees that neither it nor any Contractor agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBAC in writing, any Confidential Information. In addition, following expiration of said contract,



Contractor, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Contractor's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Vendor shall be required to complete an access request form. The form, along with a copy of the contract award letter or IFB document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Contractor shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference.

#### ARTICLE 36 - CLEAN AIR ACT

(42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### ARTICLE 37 - BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352): For Contracts exceeding \$100,000, Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.

#### ARTICLE 38 - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### ARTICLE 39 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS-LOWER TIER COVERED TRANSACTIONS.

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110. By signing this Agreement, the prospective lower tier participant is providing the certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The prospective lower tier participant shall provide immediate written notice to the person to which this Agreement is submitted if at any time the prospective lower tier participant learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations. The prospective lower tier participant agrees by signing this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. The prospective lower tier participant further agrees by signing this Agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all Agreements for lower tier covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized by the department or agency with which this transaction originated, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. By signing this Agreement, the prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency and where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this Agreement.

#### ARTICLE 40 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This clause applies to goods or services equal to or greater than \$1,000,000. Contractor, by executing this Agreement, certifies that it is not 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 s. [215.473](#). Section 215.473 defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By entering into this Agreement, Contractor certifies that it and those related entities as defined above by Florida law are not 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. Contractor shall be required to recertify at each renewal or extension of the Agreement, if any, that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate this Agreement if Contractor or related entities as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit Contractor, if it is on such lists, to be eligible for contract award or enter into or renew a contract, should SBAC determine that the conditions set forth in Section [287.135\(4\)](#) are met.

ARTICLE 49 – E-VERIFY

(a) Pursuant to Fla. Stat. [§ 448.095](#), effective January 1, 2021, Contractor shall use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract.

(b) Subcontractors and Consultants: (i) Contractor shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Contractor with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Contractor shall maintain a copy of all affidavits, (iv) Contractor shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC.

(c) Contractor must provide evidence of compliance with Fla. Stat. § 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number.

(d) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Contractor may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEID No.: \_\_\_\_\_

SCHOOL BOARD OF ALACHUA COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A – SCOPE OF SERVICES AND FEES

## 1. DESCRIPTION OF SERVICES (information may be provided as appendment to the Agreement)

**Services include, but are not necessarily limited to, the following:**

## 2. SCHEDULE

CONTRACTOR shall commence performance of the Services on \_\_\_\_\_, and the Services shall be completed on or about \_\_\_\_\_.

## 3. FEE (check one)

BOARD shall compensate CONTRACTOR for successful performance of the Services in the firm fixed price amount of \_\_\_\_\_ Dollars and \_\_/100 (\$\_\_\_\_\_).

BOARD shall compensate CONTRACTOR for successful performance of the Services in the Not-To-Exceed amount of \_\_\_\_\_ Dollars and \_\_/100 (\$\_\_\_\_\_). CONTRACTOR is not authorized to exceed this amount. CONTRACTOR's hourly labor rate is \$\_\_\_\_\_.