

Hamilton County School District

Administrative Purchasing and Contractual Procedure Manual

Authorization:

Sections 1001.41 and 42, Florida Statutes;
Section 1013, Florida Statutes;
Rule 6A-1.012, Florida Administrative Code;
Rule 6A-2.0010., Florida Administrative Code;
State Requirements for Educational Facilities 2014
Hamilton County School Board Policies:
 7.14 Purchasing Policies and Bidding;
 7.141 Selecting Professional Services;
 7.142 Local Preference in Purchasing and Contracting;
 8.27 School Construction Bids;
 8.271 Prequalification of Contractors for Educational Facilities Construction;
 8.28 Background Screening for Contractors
 8.30 Renovations or Remodeling of Facilities;
 8.35 Protests of Construction Contract Bids

Superintendent Attestation:

This administrative procedure manual supersedes the Administrative Purchasing and Contractual Procedure Manual approved on June 06, 2023.

Signature:

Date:

Key Personnel

Superintendent
Director of Business Services (DBS)
Fiscal Agent – Accounts Payable

Fiscal Agent – Purchasing
Fiscal Agent – Business

Objective:

The objective of this manual is to establish the standards and promulgate the guidelines by which the District shall conduct the acquisition of, and contracting for, goods and services.

General Guidelines:

1. The District will abide by the requirements set forth in State law, State Board of Education rules, and Board Policy, and nothing herein is intended or designed to violate any such requirement.
 2. All purchases or contracts exceeding or expected to exceed \$35,000 must receive prior approval from the School Board (Board). The only exception to this guideline is in the case of emergency purchases which are defined under purchasing guidelines below. The division of transactions in any manner in order to avoid this monetary threshold requirement is strictly prohibited.
 3. In the absence of the Superintendent, the Director of Business Services is authorized as designee to perform the duties otherwise specifically reserved in this manual for the Superintendent.
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Purchasing Guidelines:

1. **General Purchases** – The following guidelines apply to general purchase requisitions:
 - a) Purchase requisitions for general purchases may be entered in Skyward by Fiscal Agent – Purchasing or the requesting party.
 - b) Documentation should be attached to the requisition in Skyward by the Fiscal Agent – Purchasing or the requesting party. Such documentation must include any quotes, contracts, and other support needed to justify the request and verify compliance with applicable laws, rules, and grant requirements, and the guidelines of this and any other District procedure manual.
 - c) The requesting party is responsible for determining the proper source of funds and account coding with the assistance of the Fiscal Agent – Purchasing and ensuring that requests do not exceed budgetary authority.
 - d) Purchase orders are generated only after review and approval of proposed stipulations, budgetary authority, and supporting documentation by the Fiscal Agent – Purchasing, project managers (as applicable), and the DBS.
 - e) Once the purchase order is generated, the requesting party will provide the vendor with a copy of the purchase order and proceed with the purchase according to the stipulations as approved.
 - f) Modifications needed to any purchase order stipulations or spending authority must be reviewed and approved by the DBS.
 - g) The requesting party will compare invoices to the goods and/or services received and to the stipulations of the purchase order. Any discrepancies must be resolved by the requesting party or project manager (as applicable) before forwarding to Fiscal Agent – Accounts Payable for payment.
2. **Emergency Purchases** – An emergency purchase is defined by Rule 6A-1.012(12)(e), F.A.C., as, “a purchase of commodities or contractual services when the superintendent determines in writing that an immediate danger to the public health, safety, or welfare, or other substantial loss to the school district

requires emergency action.” If feasible, an emergency purchase requires obtaining prices from at least two prospective vendors. Emergency purchase documentation, tabulation, and justification must be forwarded to the Board for subsequent approval at the next appointed meeting.

3. **Federal Program Purchases** – The following guidelines apply to requisitions originating from Federal Programs:
 - a) Purchase requisitions for Federal Programs, ESE, and FDLRS departments are entered into Skyward by authorized representatives from these departments.
 - b) Documentation should be attached to the requisition in Skyward by the Fiscal Agent – Purchasing or the department representative. Such documentation must include any quotes, contracts, and other support needed to justify the request and verify compliance with applicable laws, rules, and grant requirements, and the guidelines of this and any other District procedure manual.
 - c) The department representative is responsible for determining the proper source of funds and account coding with the assistance of the Fiscal Agent – Business and ensuring that requests are within budgeted amounts as established by grant documentation.
 - d) Purchase orders are generated only after review and approval of proposed stipulations, budgetary authority, and supporting documentation by department coordinators and the DBS.
 - e) Once the purchase order is generated, the department representative will provide the vendor with a copy of the purchase order and proceed with the purchase according to the stipulations as approved.
 - f) Modifications needed to any purchase order stipulations or spending authority must be reviewed and approved by department coordinators and the DBS.
 - g) The department representative will compare invoices to the goods and/or services received and to the stipulations of the purchase order. Any discrepancies must be resolved by the department representative or coordinator before forwarding to Fiscal Agent – Accounts Payable for payment.
 - h) *Additional rules and procedures for Federal Program purchases are established in the District’s Uniform Grant Guidance Procedure Manual.*
4. **Food Service Purchases** – The procedures for Food Service purchases are the same as for Federal Program purchases.
5. **Purchasing Cards** – Purchasing cards (P-Cards) are an authorized method of acquiring certain goods and services. The following guidelines apply to purchasing cards:
 - a) The DBS may authorize the creation and distribution of P-Cards to select employees to provide a more efficient and cost-effective method of acquiring certain goods and services.
 - b) Unless otherwise authorized by the DBS, all card purchasing limits are set at \$2,500. Temporary limit increases may be provided by authorization from the DBS. These limits will be reset at the end of each billing cycle and the reset is automatically performed by the system.

- c) All P-Card users are required to sign a cardholder agreement (Appendix A) before receiving and using their P-Card. The agreement will remain on file with the Fiscal Agent – Business.
- d) Cardholder responsibilities are as follows:
 - (1) Keeping the P-Card and number secure.
 - (2) Informing vendors of tax-exempt status. The District cannot pay sales tax and the cardholder will be responsible for any sales tax charged to a District P-Card.
 - (3) Collecting and maintaining receipts and order confirmations.
 - (4) Receiving and inspecting goods and/or services acquired.
 - (5) Reporting and resolving any discrepancies with vendors.
 - (6) Determining the proper source of funds and account coding and ensuring budgetary compliance.
 - (7) Submitting monthly statements and all supporting documentation to the Fiscal Agent – Business within two weeks of receiving the statement.
- e) Fiscal Agent – Business will receive and process all statements and documentation, summarize all transactions in a Skyward uploadable format, and forward to the DBS for review and approval.
- f) The DBS will review purchases and coding before approving and posting the journal entry into Skyward.
- g) Upon termination, employees must turn in their P-Card to Finance. This is a requirement on the checkout sheet and must be signed off before the employee may receive their final paycheck.
- h) Terminated employee or compromised P-Cards are destroyed and a log of this is maintained by the Fiscal Agent – Business. In addition, the account is cancelled in the P-Card vendor system.
- i) Travel P-Cards are maintained by the Fiscal Agent – Business and the following guidelines apply to Travel P-Cards (these guidelines are in addition to any other applicable guidelines in this section):
 - (1) They are distributed to employees who have an approved Temporary Duty form authorizing the travel expenditures.
 - (2) These employees are required to sign a Travel Card acknowledgement form (Appendix B) before the P-Card is provided to the employee.
 - (3) The P-Card and all supporting documentation from any purchases made are to be returned to the Fiscal Agent – Business upon completion of the authorized travel and return to the District.

- j) Capital assets are prohibited from being purchased with a P-Card unless specific, written authorization has been provided by the DBS.

Competitive Solicitation Guidelines:

1. **Solicitation Thresholds** – The District establishes the following thresholds and related requirements for the solicitation of goods and services:

Price Range	Requirement
\$0.00 - \$9,999.99	No quotation is required.
\$10,000.00 - \$35,000.00 (or Section 287.017, F.S., Category Two Threshold, whichever is greater.)	Three or more written quotes are required and approval by the DBS.
\$35,000.01 or Greater	Sealed bids/competitive solicitations are required in compliance with State law and Board policy.

2. **Solicitation Guidelines** – All bids are directed to be marked “SECURED BID” and are to be mailed or otherwise delivered to the Finance Department where they are secured in a locked filing cabinet until the appointed date and time of the bid opening.

Separate requirements exist for selection and competitive solicitations for architect services and construction management. See Construction Management section below.

Unless a conflict of interest exists, the DBS, or his or her designee, and one (1) additional District employee must be present at the bid opening. The additional employee will open the bids and the DBS will tabulate and announce the results. When a conflict of interest exists with the DBS, another fiscal agent will be responsible for bid tabulation.

Price-based Ranking:

When price is the sole or dominant factor in the evaluation of a bid, the lowest, responsive, qualifying bidder will be declared the selected vendor unless a valid, documented reason exists to disallow that bidder. In this instance, the next lowest, responsive, qualifying bidder will be declared the selected vendor.

Qualitative Ranking:

When the evaluation of bids requires technical insight; is considered by the Director of Business to warrant additional consideration; or is otherwise deemed a requirement by law, Union contract, or action of the Board, additional assistance may be enlisted or a committee may be formed to evaluate proposals. The results of any such evaluation will be presented to the Board as a recommendation and bid award will be subject to Board approval.

3. **Exemptions** – The following exemptions for competitive solicitations are available to the District and are based on Rule 6A-1.012, Florida Administrative Code (F.A.C.).

- a) When goods or services are available under the Department of Management Services, Division of Purchasing, state purchasing agreement pricing schedule.
- b) When goods or services are available at or below specified prices through contracts awarded by another state or local governmental agency.
- c) When contracting for certain professional services [(11)(a)].
- d) When contracting for Educational Services.
- e) When no valid or acceptable firm proposals are received, direct negotiation is allowed.
- f) When less than two responsive proposals are received, subject to legal documentation and justification requirements.
- g) When commodities or contractual services are available only from a single source, subject to legal notification, documentation, and justification requirements.
- h) When the Superintendent makes a written determination that the purchase of commodities or contractual services qualifies as an emergency purchase. See definition and guidelines on emergency purchases under the General Guidelines section.
- i) When a state or federal law or a state or federal agency dictates with whom the District must contract.
- j) When contracting for regulated utilities.
- k) When acquiring information technology, and without regard to the method of acquisition.
- l) Except as otherwise required by statute, when purchasing insurance, entering risk management programs, or contracting with third-party administrators.

For Federal

The determination as to when an exemption is allowed and justified will be made by the DBS.

Contracting Guidelines:

1. **Contracting Thresholds** – The District establishes the following thresholds and related requirements for the contracting of professional services:

Price Range	Requirement
\$0.00 - \$35,000.00 (or Section 287.017, F.S., Category Two Threshold, whichever is greater.)	A professional services contract is required, where applicable, and may be authorized by the DBS. New contracts must be added to the regular agenda of the next scheduled Board meeting. All other contracts shall be added to the consent agenda of the next scheduled School Board meeting.
\$35,000.01 or Greater	A professional services contract is required and requires prior authorization from the Board.

2. **Contract Requirements** – The following requirements apply to all District contracts:

- a) A professional services contract (PSC) is required under certain conditions. The list below may be used as a guide for when a PSC may be required; however, the list is not exhaustive or absolute. If there are any questions about whether a PSC is required (in lieu of a simple agreement or PO), please check with the DBS.
 - i. An individual or entity is providing services to the District that will require the individual or entity’s physical attendance on campus;
 - ii. An individual or entity is providing services to the District that will require the individual or entity to interact with students, whether virtually or in person;
 - iii. An individual or entity is providing services to the District that will require the individual or entity to interact with staff on an ongoing basis, whether virtually or in person, for the purposes of providing professional development;
 - iv. An individual or entity is providing services to the District that will require the individual or entity to perform key functions of a school district that might otherwise be the responsibility of employees;
 - v. The services to be rendered under the contract qualify to be coded as Redbook object 310: Professional and Technical Services.
- b) Whenever possible, PSCs will be in the form provided by the District. Third-party contract templates may be used when appropriate and when such a template is from an established entity. New third-party contracts should be provided to the Board attorney for review prior to executing the contract and submitting for Board approval.
- c) Contracts must be filled in completely and duly signed by an authorized representative from all parties.

- d) Whenever possible, contracts should be signed by all other parties prior to submission to the Board for approval.
- e) Contract language must not obligate the District to perform any duty or duties of which the result would cause the District to be out of compliance with any legal, regulatory, or grant restrictions or obligations.
- f) As applicable, the following signed documents or documentation must be obtained from the third-party or parties prior to approval of the contract:
 - (1) Verification of Required Insurance (Non-public entities) – The DBS will make the final determination as to when certain requirements are not applicable to an engagement.
 - (2) Public Access to Records (Non-public entities)
 - (3) E-Verify (All individuals or entities other than sole proprietors without employees)

See Appendix C for the Professional Services Contract template. This template must be used for all professional services contracts originating with the District and includes all required documents and documentation as outlined above.

- 3. **E-Verify** – An appendix to the Contract provides for any contracted entity or individual to certify registration with the E-Verify system and compliance with all laws and regulations regarding E-Verify. The only third-parties to which registration is not applicable are sole proprietorships that do not have employees. **When this is the case, it is the responsibility of the District contact to ensure the vendor has been cleared by the HR department.**
- 4. **Suspension and Debarment** – This is required for contracts and purchase orders for amounts that in total exceed \$25,000 and for which Federal grant dollars will be a source of funding. See Appendix D for the ‘Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion -- Lower Tier Covered Transactions’ which is to be completed by the entity or individual to be contracted with.
- 5. **Multi-year Agreements** – Absent special circumstances, the District is authorized to enter into multi-year agreements, not to exceed three (3) years. However, contracts must include a termination clause and appropriate District approval is required each year to renew the agreement. See Appendix E for an example Contract Renewal Letter.
- 6. **Contract Monitoring** – Invoices for contractual services must be reviewed and signed by the school administrator, department coordinator, or other authorized Board representative with primary responsibility for the services provided. This must be done prior to forwarding an invoice to Finance for payment. A proper review consists of the following:
 - a) Ensure each invoice adequately describes the services performed and, if applicable, the dates and times the services were performed.

- b) Compare the services performed per the invoice with the services agreed upon and listed in the contract.
 - c) Contact the vendor for clarification and/or additional documentation for any discrepancies noted on the invoice.
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**HAMILTON COUNTY SCHOOL BOARD
PURCHASING CARD PROGRAM
CARDHOLDER AGREEMENT**

I AGREE TO THE FOLLOWING REGARDING THE USE OF THE HAMILTON COUNTY SCHOOL BOARD PURCHASING CARD ASSIGNED TO ME FOR OFFICIAL SCHOOL BOARD BUSINESS ONLY:

1. I understand that I am being entrusted with a powerful, valuable tool and will be making financial commitments on behalf of the Hamilton County School Board and will strive to obtain the best value.
2. I understand that under no circumstances will I use the Purchasing Card for purchases, either for myself or others. Willful Intent to use the Purchasing Card for personal gain or unauthorized use may result in disciplinary actions up to and including termination of employment and prosecution to the extent permitted by law.
3. I will follow Florida Law, school board purchasing policies, and established guidelines for using the Purchasing Card. Failure to do so, may result in revocation of my card privileges or other disciplinary action.
4. I have been provided a copy of the Purchasing Card Guidelines and attended training for the Purchasing Card Program. I have been given an opportunity to ask any questions to clarify my understanding of the Purchasing Card Program.
5. I agree to review and reconcile transactions in a timely manner and will maintain applicable information and receipts.
6. I agree that, should I violate the terms of the Agreement, I will be subject to disciplinary action up to and including termination of employment and that I will reimburse the Hamilton County School Board for all incurred charges and any costs related to the collection of such charges. Additionally, any such charges that I owe the Board may be deducted from any money which would otherwise be due and owing me, including salary or wages.
7. I agree that, should the Purchasing Card be lost or stolen, I will immediately notify SunTrust's Customer Service at 1-800-836-8562, 24 hours a day, 7 days a week and I will also immediately notify my supervisor.

Cardholder Name (Print):	Supervisor/Grant Coordinator Name (Print):
Available Credit:	Supervisor/Grant Coordinator Signature:
Cardholder Signature:	Date:
Date:	Director of Business Services Signature:

**HAMILTON COUNTY SCHOOL BOARD
TRAVEL PURCHASING CARD
CARDHOLDER AGREEMENT**

I AGREE TO THE FOLLOWING REGARDING THE USE OF THE HAMILTON COUNTY SCHOOL BOARD TRAVEL PURCHASING CARD TEMPORARILY ASSIGNED TO ME FOR OFFICIAL SCHOOL BOARD TRAVEL ONLY:

1. The only items to be charged on this card are lodging, registration, parking, tolls, and fuel. Fuel may only be purchased when using a District car.
2. A tax-exempt card must be submitted to the hotel for lodging at the beginning of the stay. No sales tax may be charged to this card. The cardholder is responsible for refunding the District for the amount of sales tax.
3. In no circumstances are meals allowed to be charged to this card.
4. All receipts must be turned in when the card is returned to Finance.
5. The card is to be returned to Finance upon completion of the authorized travel and return to the District.
6. I understand that under no circumstances will I use the Purchasing Card for purchases, either for myself or others. Willful Intent to use the Purchasing Card for personal gain or unauthorized use may result in disciplinary actions up to and including termination of employment and prosecution to the extent permitted by law.
7. I agree that, should I violate the terms of the Agreement, I will be subject to disciplinary action up to and including termination of employment and that I will reimburse the Hamilton County School Board for all incurred charges and any costs related to the collection of such charges. Additionally, any such charges that I owe the Board may be deducted from any money which would otherwise be due and owing me, including salary or wages.
8. I agree that, should the Purchasing Card be lost or stolen, I will immediately notify SunTrust's Customer Service at 1-800-836-8562, 24 hours a day, 7 days a week and I will also immediately notify the Finance office.

THIS FORM WILL REMAIN ON FILE IN FINANCE AND BE VALID FOR ALL TRAVEL CARD ASSIGNMENTS FOR EACH EMPLOYEE THROUGHOUT THE FISCAL YEAR IN WHICH SIGNED.

Cardholder Name (Print):
Cardholder Signature:
Date:

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the ____ day of _____ in the year 20____, between The School Board of Hamilton County, Florida, whose address is 5686 US Highway 129 South – Suite 1, Jasper, Fl 32052 (hereinafter referred to as the "SCHOOL BOARD"), and _____, whose address is _____ (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. **SCOPE OF WORK:** The Scope of Work (SOW) is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the PROFESSIONAL. The SOW should also contain a timeline for all deliverables.
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Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.

- 2. **Insurance:** The PROFESSIONAL, when a non-public entity, shall maintain throughout this Agreement insurance in the types and amounts provided in Appendix A which is attached and made a part of this agreement. Further:
 - A. "The School Board of Hamilton County, Florida and its members, officers and employees" shall be an additional named insured on all those coverages/policies listed in Appendix A except Workers' Compensation Insurance and Professional Liability Insurance, if required.
 - B. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - C. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or

- (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
 - D. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.
 - E. Unless otherwise notified, the certificate of insurance shall be delivered to:

Hamilton County Schools
Attn: Business Services Department
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052
 - F. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Hamilton County, Florida
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052
 - G. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2 and Appendix A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.
3. Indemnification: PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of his or her duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of its officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description,

including attorney’s fees, and from all damages to which the SCHOOL BOARD or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL’S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of his or her duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.

4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.
7. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:

Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:

- (a) The date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
8. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers’ compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

9. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. No Third-Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. Term and Termination: The term of this Agreement shall be for an initial term, up through and including one (1) year. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon no less than thirty (30) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for up to two additional one-year periods upon the mutual written consent of both parties.
13. Approval of Personnel: The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
14. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
15. Background Investigations: The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

16. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
17. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions. Any subcontractors used pursuant to this paragraph and written consent of the School Board is required to provide PROFESSIONAL with an affidavit attesting that subcontractor does not employ, contract or subcontract with an unauthorized alien as defined by Fla. Stat. § 448.095. PROFESSIONAL shall retain a copy of this affidavit throughout the duration of this Agreement and is responsible for providing a copy of such affidavit to the School Board upon receipt
18. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
19. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
20. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
21. Maintenance and Public Access to Records. Appendix B is attached and made a part of this agreement.
22. Non-Collusion. In accordance with Fla. Stat. § 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
23. Use of E-Verify System. In accordance with Fla. Stat. § 448.095, PROFESSIONAL agrees to register with and use the E-Verify system for any employees they may hire during the term of this Professional Services Agreement. PROFESSIONAL will verify its use of the E-Verify System by executing APPENDIX C to this Agreement, which is incorporated and made a part of this Agreement and must be signed by PROFESSIONAL before services may commence under this Agreement. Sole Proprietors are not required to register and

use the E-Verify system, however, should a sole proprietor employ anyone else, the sole proprietor will be required to execute an addendum to this Agreement acknowledging his or her use of the E-Verify system.

24. **JESSICA LUNSFORD ACT:** Background screening requirements for certain non-instructional school district employees and contractors.—(1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any contractor, individual, or entity under contract with a school or the school board.(2) Every 5years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district schoolboard, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

25. **PROTEST PROCEDURES:** Any actual or prospective bidder, offerer, or contractor who considers themselves to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Hamilton County School Board may formally protest to the Director of Business Services. Such protests must be made in writing and mailed or delivered the protest to the Hamilton County School District Finance Department.
26. **BUY AMERICAN (7 CFR PART 210.21 (D)):** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42USC 1760(n)), requiring school food authorities (SFAs) to

purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

27. CIVIL RIGHTS: The contractor hereby agrees that it will comply with:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 - Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency.(August 11, 2000);
 - All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR 15et seq.);
 - Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
28. DRUG FREE WORKPLACE: The Contractor agrees to comply with all applicable local, state, and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on School Board property, will not purchase, transfer, use, possess, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
29. COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT: Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- 30. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 31. **PROHIBITION OF GRATUITIES:** By execution of this contract, SCHOOL BOARD certifies that no employee of HCSD has or shall benefit financially or materially from the contract. The contract may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any employee.
- 32. **DISCOUNTS, REBATES and REFUNDS:** All discounts, rebates and refunds obtained by the Contractor shall accrue to the Cost of the Work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

"PROFESSIONAL"

THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

By: _____
Superintendent

By: _____

Date: _____

Date: _____

APPENDIX A

PROFESSIONAL shall maintain the following insurance coverages in force and effect during the duration of the Agreement (check all that are applicable):

1. _____ GENERAL LIABILITY
 - A. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
 - B. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
 - C. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
 - D. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.

2. _____ AUTOMOBILE LIABILITY
 - A. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
 - B. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

3. _____ WORKERS' COMPENSATION/EMPLOYERS' LIABILITY
 - A. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
 - B. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
 - C. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
 - D. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

4. _____ PROFESSIONAL LIABILITY
 - A. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.

- B. PROFESSIONAL must provide proof of coverage for up to two (2) years after the completion of the project.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGES

1. The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

NOTICE OF CANCELLATION:

2. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, and except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
3. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
4. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

APPENDIX B**THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA**
Agreement Rider Maintenance and Public Access to Records

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the 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 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 Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Philip Pinello, Assistant Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: philip.pinello@hamiltonfl.com. telephone number (386) 792-7802.

APPENDIX C**REGISTRATION AND USE OF E-VERIFY SYSTEM**

Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, PROFESSIONAL shall register with and 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 Agreement.

- A. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 no later than the contract origination date. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- B. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES CONTRACT ADDENDUM the day and year written below.

Professional:

Name

Title

Signature

Date

Contractor E-Verify Registration Number *

*** If applicable, required to be provided before contract is fully executed.**

District:

E-Verify is / is not applicable to this contract (N/A only to sole proprietors without employees). If applicable, do not sign until the E-Verify Registration Number has been provided.

BY: _____

District Authorized Signature

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

1. The prospective lower tier participant certifies to the best of its knowledge and belief 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name of Applicant:	Contract #:
Printed Name and Title of Authorized Representative:	
Signature:	Date:

INSTRUCTIONS FOR CERTIFICATION

1. to By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the department or agency to which this proposal 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.
4. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 CFR Part 180).
5. The prospective lower tier participant agrees by submitting this proposal 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 entering into this transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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.
9. Except for transactions authorized under paragraph 5 of these instructions, 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 the Federal Government, the department or agency may terminate this transaction for cause or default.

(Vendor Letterhead)

Date

Mr./Ms. _____

Hamilton County School District
5683 US Highway 129 South, Ste 1
Jasper, FL 32052

RE: One-Year Renewal of Contract No. _____

Dear Mr./Ms. _____:

This letter is to verify my intent to exercise the _____ (1st or 2nd) option to renew the contract referenced above for the 20__-20__ school year. I do not wish to make any changes to the terms, prices, or conditions (modify as appropriate). I look forward to working with you.

I have included an updated certificate of insurance along with this letter.

Sincerely,

Vendor Authorized Representative Name

District Authorized Signature