

# Hamilton County School District

## Administrative Purchasing and Contractual Procedure Manual

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### 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

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### Superintendent Attestation:

This administrative procedure manual supersedes the Purchasing and Contracting for Goods and Services Administrative Procedure approved on March 6, 2014.

Signature: 

Date: 1/11/19

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### Key Personnel

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

Fiscal Agent – Purchasing  
Fiscal Agent – Business

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### 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.

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### **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 - \$2,999.99	No quotation is required.
\$3,000.00 - \$9,999.99	Three or more verbal quotes are required and approval by the DBS.
\$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.

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 - \$2,999.99	No professional services contract is required.
\$3,000.00 - \$9,999.99	A professional services contract is required and may be authorized by the DBS. Contracts do not require approval from the Board, but may be provided to the Board as an information item.
\$10,000.00 - \$35,000.00 (or Section 287.017, F.S., Category Two Threshold, whichever is greater.)	A professional services contract is required and may be authorized by the DBS. Contracts do not require approval from the Board, but must be provided as an information item.
\$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) Contracts must be filled in completely and duly signed by an authorized representative from all parties.
- b) 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.
- c) 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) Suspension and Debarment Certification (Non-public entity Federal vendors)
  - (4) Non-Collusion Affidavit (Non-public entities)

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. **Multi-year Agreements** – The District is authorized to enter into multi-year agreements, not to exceed three (3) years. However, contracts must include a termination cause and appropriate District approval is required each year to renew the agreement. See Appendix D for an example Contract Renewal Letter.
  4. **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.

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

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

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**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.**

<b>Cardholder Name (Print):</b>
<b>Cardholder Signature:</b>
<b>Date:</b>

## 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 5683 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. Services: The PROFESSIONAL shall perform the following services: \_\_\_\_\_  
\_\_\_\_\_. Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.
  
2. Insurance: The PROFESSIONAL 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.
  
  - 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: The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and 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 its 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 their 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 their 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 its 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:

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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 an additional two 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.
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. Suspension and Debarment. Appendix C is attached and made a part of this agreement and must be completed and signed by the vendor before services may commence under this contract.
- 23. Non-Collusion Affidavit. Appendix D is attached and made a part of this agreement and must be signed by the vendor before services may commence under this contract.

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

\_\_\_\_\_

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

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

**APPENDIX A**

NEFEC recommended wording for contracts with a third party (**non-public entity**):

**GENERAL LIABILITY**

1. 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.
2. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
3. 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.
4. 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.

**AUTOMOBILE LIABILITY**

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

**WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

1. 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.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
4. 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.

**NOTICE OF CANCELLATION:**

1. 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, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
2. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
3. 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.

**IF APPLICABLE:**

1. 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.
2. Consultant/service provider must provide proof of coverage for up to three (3) years after the completion of the project.

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.



**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: Rex L. Mitchell, Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: rex.mitchell@hamiltonfl.com. telephone number (386) 792-7802.**

**APPENDIX C**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- 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 85.110.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal 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 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 eligibility 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 to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

**APPENDIX D**

**NON-COLLUSION AFFIDAVIT**

State of Florida

County of Hamilton

\_\_\_\_\_ being first duly sworn, deposes and says that:

**(1) He/she is the Owner, Partner, Officer, Representative, or Agent**

**of the Proposer that has submitted the attached Proposal;**

**(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;**

**(3) Such Proposal is genuine and is not a collusive or sham Proposal;**

**(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;**

**(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents' representatives, owners, employees or parties in interest, including this affiant.**

**Signed, sealed, and delivered in the presence of:**

\_\_\_\_\_  
\_\_\_\_\_

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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 \_\_\_\_\_ (1<sup>st</sup> or 2<sup>nd</sup>) 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.

Sincerely,

\_\_\_\_\_  
Vendor Authorized Representative Name

\_\_\_\_\_  
District Authorized Signature