

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA STANDARD AGREEMENT

This Standard Agreement ("Agreement") is by and between **The School Board of Marion County, Florida**, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Fla. Stats. (2025), whose address is 1614 E. Fort King Street, Ocala, Florida 34471 ("SCHOOL BOARD") and _____, a Florida Corporation (or _____ Corporation registered to do business in the State of Florida), whose principal address is _____ ("CONTRACTOR") (each a "party" and collectively referred to as the "Parties"). In consideration of the promises contained herein and intending to be bound thereby, the parties agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to provide the following services to SCHOOL BOARD:

- A. See (insert title of attachment) attached as Exhibit A.
- B. The Parties agree that SCHOOL BOARD staff may from time to time order additional goods and services from CONTRACTOR under this Agreement. SCHOOL BOARD staff shall assign a purchase order number to this Agreement, and CONTRACTOR shall reference the assigned purchase order number in all future Price Quotes. The Parties acknowledge that SCHOOL BOARD is under no obligation to purchase any guaranteed volume of goods and services from CONTRACTOR. Should SCHOOL BOARD staff desire to remove, modify, or add items to a Price Quote issued as a result of this Agreement, CONTRACTOR shall submit revised or new Price Quotes for each such purchase. The parties agree that all Price Quotes issued by CONTRACTOR and approved by SCHOOL BOARD's staff will be treated as an amendment or supplement to Exhibit A and bound by the original terms of this Agreement.

2. **COMPENSATION.** The cost of the services shall not exceed (\$ _____). Fees will be payable upon receipt of an invoice, except for fees that SCHOOL BOARD may dispute in good faith for reasons outlined in writing by SCHOOL BOARD within ten (10) business days after receiving such invoice. School Board will make all payments pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stats. (2025). Invoices for fees or other compensation for services or expenses must be submitted to SCHOOL BOARD in detail sufficient for a proper pre-audit or post-audit thereof. CONTRACTOR must comply with §218.74(4), Fla. Stats. (2025), in assessing any service charge to any overdue amounts under this Agreement.

3. **PAYMENT.** The School Board's Accounts Payable Department will generate all payments as indicated below:

- A. Payments will be made in accordance with approved invoices, and may be paid monthly, quarterly, or in lump sum payments at the discretion of District staff.

Before doing business, CONTRACTOR must submit a Substitute W-9/Vendor Information Form electronically to the SCHOOL BOARD contact listed in the "Notice" provision of this Agreement.

Commented [Legal1]: "Legal Department" comments are inserted to assist you in completing this template. Before submitting for legal review, please remove all legal department comments by right clicking on the comment and selecting "delete comment." All yellow highlights should also be removed. Thank you for your help.

Commented [Legal2]: The Contractor's Name should be in Bold. The Contractor's Name must match the name on the Quote, and its Name and Principal Address must also match what is listed on the Proof of Corporate Status. Before submitting this Agreement for Legal Review, please right click on each comment and delete them.

Commented [Legal3]: The Scope of Work needs to clearly establish the tasks that the Vendor is required to perform

Commented [Legal4]: The Consultant must provide an Exhibit A, which must include the following details:

1. Nature of Contracted Services
2. Anticipated Outcome of Contracted Services
3. Location of Contracted Services
4. Date(s) Hours of Services
5. Price Quotes

Additional Terms & Conditions

If the District is going to be sharing data with the Consultant that this person will have access to off site, we will need to convert this template to a Data Share Agreement.

Commented [Legal5]: The Consultant must provide invoices and a payment schedule, as they are not an employee of the District. This section will be reworded based on the Consultants requirements.

Commented [Legal6]: If funding is from a grant, in whole or in part, the Agreement must reference that contingency.

SCHOOL BOARD will not accept any services performed unless it has issued a duly authorized purchase order for said services. Each invoice submitted to SCHOOL BOARD must include: (i) name and address of CONTRACTOR; (ii) a unique invoice number; and (iii) must reference the purchase order number. SCHOOL BOARD may use a "Purchasing Card" for payment of CONTRACTOR invoices under this Agreement. CONTRACTOR agrees to accept payment by Purchasing Card and may not add additional handling charges or services fees to such payments. **The Parties agree that all approved payments to CONTRACTOR will be paid by Check.**

Commented [Legal7]: This wording is required to be in all (Standard Template Agreements), but we have added (see bold last sentence) to other service agreements when requested by staff.

The CONTRACTOR agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the SCHOOL BOARD in advance of the expenditures being incurred. The CONTRACTOR shall be reimbursed for such approved expenditures as provided by §112.061, Fla. Stats. (2025), and SCHOOL BOARD Policy.

4. **INSPECTION/ACCEPTANCE.** All services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of SCHOOL BOARD. SCHOOL BOARD will not authorize payment until it receives and accepts the services with a proper invoice.

5. **CHANGES.** The District's authorized representative for this Agreement, by written notification to the CONTRACTOR may make minor changes to this Agreement without further SCHOOL BOARD approval. The SCHOOL BOARD defines minor changes as modifications which do not significantly alter the scope, nature, or price of the specified services. Typical minor changes include, but are not limited to, place of delivery, revisions to customized work specifications that do not alter approved costs, and administration of the Agreement. The CONTRACTOR shall not amend any provision of this Agreement without the written approval of the SCHOOL BOARD.

6. **SHIPPING. CONTRACTOR MUST PLACE AN ITEMIZED LIST OF CONTENTS IN EACH PACKAGE BEARING THE PURCHASE ORDER NUMBER.** Packaging must comply with the standard regulations of common carriers, and transportation must be on the lowest cost-basis unless SCHOOL BOARD authorizes other packaging or method of transportation. CONTRACTOR assumes all risks of loss or damage to all goods, work in progress, materials, and other things until received and accepted by SCHOOL BOARD. SCHOOL BOARD will return defective materials or those not in compliance with SCHOOL BOARD specifications at CONTRACTOR's risk and expense. CONTRACTOR must disclose all shipping charges and include them in all Price Quotes provided to SCHOOL BOARD under this Agreement.

Commented [Legal8]: Confirm price quote is attached as Exhibit A, and that it includes shipping costs, if applicable.

7. **QUANTITIES.** CONTRACTOR cannot change the quantities specified in this Agreement without District staff's written approval. SCHOOL BOARD will return goods shipped over the quantity designated at CONTRACTOR's expense.

8. **SALES PROMOTIONS/PRICE REDUCTIONS.** Should sales promotions or price reductions occur that lower the price of the services under this Agreement, CONTRACTOR will extend to SCHOOL BOARD the lower price offered by any such promotions or reductions. The CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar services in similar quantities, or the current market price, whichever is lower. If the CONTRACTOR offers more favorable pricing to one of its customers, the CONTRACTOR shall extend to the SCHOOL BOARD the same pricing or the then current market price, whichever is lower.

9. **TAX EXEMPTION.** SCHOOL BOARD is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption # 85-801262222C-6). District staff will send a copy of the Certificate of Exemption to CONTRACTOR upon request. SCHOOL BOARD's Federal Employer Identification Number is 59-6000734. CONTRACTOR doing business with SCHOOL BOARD is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the SCHOOL BOARD, nor is CONTRACTOR authorized to use SCHOOL BOARD's Tax Exemption Number for securing materials described in section 1 above.

10. **TERM & TERMINATION.** This Agreement is effective on the date last signed by the parties and will terminate at the end of the business day on . Renewal of this Agreement for three additional one-year periods is contingent upon the same terms and conditions, the satisfactory performance of the CONTRACTOR, and availability of funds. SCHOOL BOARD reserves the right to terminate this Agreement at any time and for any reason, upon giving five (5) calendar days (for purchases of goods) or thirty (30) calendar days (for contracting services) prior written notice to CONTRACTOR. If the SCHOOL BOARD terminates the Agreement for convenience as provided herein, it relieves the SCHOOL BOARD of all obligations under this Agreement. SCHOOL BOARD shall only pay the CONTRACTOR the amount for services performed before termination of the Agreement. SCHOOL BOARD may terminate this Agreement upon thirty (30) calendar days advance written notice to CONTRACTOR, for failure of CONTRACTOR to cure a default, as defined in the "Default" provision of this Agreement, or due to lack of, or cancellation of, grant funds made available to SCHOOL BOARD. Upon receipt of a notice of termination, CONTRACTOR shall cease incurring additional obligations under this Agreement. However, SCHOOL BOARD shall allow CONTRACTOR to incur all necessary and proper costs, which CONTRACTOR cannot reasonably avoid during the termination process.

SCHOOL BOARD conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of services or goods. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. SCHOOL BOARD may terminate this Agreement at the end of the period for which funds are available if SCHOOL BOARD does not allocate further funding. SCHOOL BOARD shall notify CONTRACTOR at the earliest possible time before such termination. No penalty will accrue to SCHOOL BOARD, and SCHOOL BOARD is not obligated or liable for any future payments or any damages because of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the SCHOOL BOARD through fraud, misrepresentation or material misstatement, shall have its Agreement with the SCHOOL BOARD terminated upon receiving notice of the attempted fraud as determined by the SCHOOL BOARD.

SCHOOL BOARD will terminate this Agreement if the CONTRACTOR is placed on the State of Florida Forced Labor Vendor list.

11. **DEFAULT.** If the CONTRACTOR fails to fulfill or comply with any of the terms or conditions of this Agreement, in whole or in part, the SCHOOL BOARD or its designee may place the CONTRACTOR in default status and take any one of the following actions:

A. Suspend activities under the Agreement until the default is cured, upon fifteen (15) days advance written notice by the SCHOOL BOARD and withhold further payments;

Commented [Legal9]: IMPORTANT: YOU MUST FILL IN THE PROPER TERMINATION DATE OF YOUR CONTRACT. A NORMAL TERMINATION ENDS AT THE FISCAL YEAR END "JUNE 30" OF THE CURRENT SCHOOL YEAR FOR WHICH YOU ARE CONTRACTING.

EXAMPLE: IF YOU ARE BUYING THE GOODS OR SERVICES FOR THE 2026-2027 SCHOOL YEAR, THE TERMINATION END DATE WOULD BE JUNE 30, 2027.

B. Terminate the Agreement for cause, in whole or in part, as defined in Section 10 above;

C. Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the SCHOOL BOARD or its designee under this Agreement, determines that the CONTRACTOR has jeopardized the safety or welfare of the SCHOOL BOARD, its employees, students, or the public; and

D. Invoke any other remedy or remedies that may be legally available.

If SCHOOL BOARD determines that the CONTRACTOR was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the parties will have the same rights and obligations as under a "Termination for Convenience."

12. **EXCESS FUNDS**. Any Party receiving funds paid by SCHOOL BOARD under this Agreement must promptly notify SCHOOL BOARD of any funds erroneously received upon the discovery of such receipt. CONTRACTOR must refund excess funds to SCHOOL BOARD. CONTRACTOR must refund excess funds paid by SCHOOL BOARD due to CONTRACTOR billing errors with interest calculated from the date of the erroneous payment or overpayment. The interest rate for judgments under § 55.03, Fla. Stats. (2025), at the time SCHOOL BOARD made the erroneous payment or overpayment will apply.

13. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor for all purposes arising under this Agreement. CONTRACTOR and its officers, agents, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of SCHOOL BOARD. No officer, agent, or employee of CONTRACTOR or SCHOOL BOARD shall be deemed an officer, agent, or employee of the other Party. Neither CONTRACTOR nor SCHOOL BOARD, nor any officer, agent, or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

14. **INSURANCE**. ☐ (If checked, see Exhibit B for additional insurance requirements.)

CONTRACTOR shall provide evidence of insurance as required by SCHOOL BOARD's Risk Management Department, which may include, without limitation, professional liability, general liability, worker's compensation, auto liability, and cyber liability insurance coverages. Upon request, CONTRACTOR shall name "The School Board of Marion County, Florida, its officers, directors, and employees" as additional insureds. Before the effective date of the Agreement, CONTRACTOR shall provide SCHOOL BOARD with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the CONTRACTOR shall also comply with insurance requirements set forth therein. CONTRACTOR shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of SCHOOL BOARD, shall constitute a material default under the Agreement.

15. **INDEMNIFICATION**. The CONTRACTOR agrees to indemnify, hold harmless and defend SCHOOL BOARD, its officers, employees, agents and representatives from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums which SCHOOL

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Commented [Legal10]: If you have multiple Exhibits, you will need to revise this. Must confirm with Risk Management as to what insurance will be required.

BOARD, its officers, employees, agents and representatives may pay or become obligated to pay on account of any and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of: 1) the products, goods or services furnished by the CONTRACTOR, its agents, employees; 2) the equipment of the CONTRACTOR, its agents, or employees while such equipment is on premises owned or controlled by SCHOOL BOARD; or 3) the negligence of the CONTRACTOR or the negligence of the CONTRACTOR's employees and/or agents and representatives when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SCHOOL BOARD property, and injury or death of any person whether employed by the CONTRACTOR, SCHOOL BOARD or otherwise. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position.

16. **DUTY TO DEFEND.** CONTRACTOR agrees, at its own expense, and upon written request by the SCHOOL BOARD, to defend any suit, action, or demand brought against SCHOOL BOARD on any claim or demand arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement.

17. **CONDUCT WHILE ON SCHOOL PROPERTY.** CONTRACTOR acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and will at all times conduct themselves in a manner consistent with SCHOOL BOARD policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of CONTRACTOR to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the SCHOOL BOARD. CONTRACTOR agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

18. **ENTIRE UNDERSTANDING.** The Parties understand and agree that this Agreement contains the complete understanding and agreement between the parties. No stipulation, agreement, or understanding will be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either Party will be binding on either Party as a warranty or otherwise, except as expressly set forth herein. Only amendments, modifications, or waivers of terms that are in writing and signed by both Parties are binding.

19. **GOVERNING LAW & VENUE.** The laws of the State of Florida govern all aspects of this Agreement and all transactions contemplated by it without regard to principles of conflicts of laws. Venue for any litigation related to this Agreement will be in Marion County, Florida.

20. **COMPLIANCE WITH LAWS AND POLICIES.** Each Party must comply with all applicable federal and state laws, local government licensing requirements, codes, rules, and regulations and written SCHOOL BOARD policies in performing its duties, responsibilities, and obligations under this Agreement. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

21. **CONFIDENTIALITY OF STUDENT RECORDS.** Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR must:

A. fully comply with the requirements of Sections 1002.22, 1002.221, 1002.222, 1006.1494, Fla. Stats. (2025); the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), the CONTRACTOR shall comply with the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. ss. 6501-6506; 16 CFR Part 312; and the Protection of Pupil Rights (PPRA); 34 CFR Part 98 implementing section 445 of the General Education Provisions Act (GEPA)(20 U.S.C. 1232h), and with any other state or federal law or regulation regarding the confidentiality of student information and records;

B. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release in accordance with Fla. Admin. Code R. 6A-1.0955;

C. ensure that, at all times, all of its employees who have access to any education records during the term of their employment will abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and must provide said list of employees to SCHOOL BOARD upon request;

D. safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

E. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and will not share, publish, sell, distribute, target advertise, or display education records to any third party;

F. notify SCHOOL BOARD immediately upon discovery of a breach of confidentiality of education records by telephone and email using the SCHOOL BOARD's contact information as listed in the "Notice" provision of this Agreement, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Fla. Stats. (2025);

G. fully cooperate with appropriate SCHOOL BOARD staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

H. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SCHOOL BOARD any direct costs incurred by SCHOOL BOARD for doing so, including, but not limited to, those required by Section 501.171, Fla. Stats. (2025);

I. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

J. provide SCHOOL BOARD with the name and contact information of its employee who will serve as SCHOOL BOARD's primary security contact and must be available to assist SCHOOL BOARD in resolving obligations associated with a security breach of confidentiality of education records; and

K. securely erase education records from any media once any media equipment is

no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a multi-pass overwrite process of no fewer than three (3) passes. If a prior backup taken at a time when SCHOOL BOARD data was active is restored after SCHOOL BOARD data has been deleted, CONTRACTOR must immediately delete SCHOOL BOARD data.

All education records will remain the property of SCHOOL BOARD, and any party contracting with SCHOOL BOARD serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement will, at SCHOOL BOARD's request, return to SCHOOL BOARD or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SCHOOL BOARD with a written acknowledgment of said disposition.

CONTRACTOR must, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SCHOOL BOARD and its officers and employees for any violation of this section, including, without limitation, defending SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SCHOOL BOARD arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party either intentionally or negligently violated the provisions of this section or of Sections 1002.22 and/or 1002.221, Fla. Stats. (2025). This section will survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

22. **PUBLIC RECORDS.** CONTRACTOR understands the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.

A. If CONTRACTOR meets the definition of "contractor" under § 119.0701, Fla. Stats. (2025), and in addition to other contract requirements provided by law, the CONTRACTOR agrees that it is acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and will comply with Florida's Public Records Law. Specifically, CONTRACTOR agrees that it will:

- i. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD to perform the services performed by CONTRACTOR under contract;
- ii. Provide the public with access to such public records on request from SCHOOL BOARD'S custodian of public records;
- iii. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- iv. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency;
- v. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E. FORT KING STREET, OCALA, FLORIDA 34471.

23. **NON-DISCRIMINATION.** Neither Party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

24. **NO WAIVER OF SOVEREIGN IMMUNITY.** This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2025). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

25. **INSPECTOR GENERAL AUDITS.** The SCHOOL BOARD, the United States Department of Education, the Comptroller General of the United States, the Florida Department of education, the Florida Office of the Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four (4) years after the SCHOOL BOARD has made final payment and all services have been performed under this Agreement. CONTRACTOR and its subcontractors (if any), shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by any of the above-named entities with proper authority.

26. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the CONTRACTOR or SCHOOL BOARD, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.

27. **WAIVER.** A waiver by either Party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of SCHOOL BOARD does not relieve CONTRACTOR of the indemnification provisions required by this Agreement. A waiver

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is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.

28. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SCHOOL BOARD. This contract may not be assigned by the CONTRACTOR in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock, without the prior written consent of the SCHOOL BOARD, which consent the SCHOOL BOARD may withhold in its sole discretion.

29. **AMENDMENT.** The Parties may only amend this Agreement with the mutual consent of both parties, which must be in writing and approved by SCHOOL BOARD.

30. **REPRESENTATIONS & WARRANTIES.** CONTRACTOR represents and warrants to SCHOOL BOARD under this Agreement that:

A. Another contract, agreement, business relationship, or other arrangement does not prevent CONTRACTOR from entering into, or fully performing, the services required under this Agreement;

B. CONTRACTOR affirms and certifies that none of CONTRACTOR's agents, employees, or officers have ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

C. CONTRACTOR affirms and certifies that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2025), to wit: A person or affiliate who has been placed on convicted vendor list following a conviction for 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 on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, 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 § 287.017, Fla. Stats. (2025) for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list;

D. CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to conducting its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Fla. Stats. (2025), and Fla. Admin. Code R. 60A. CONTRACTOR shall further comply with Section 274A [8 U.S.C. 1324a] of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by CONTRACTOR of any laws, rules, codes, ordinances, or licensing requirements will constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement;

E. The Parties must comply with the code of ethics for public officers and employees, Chapter 112, Fla. Stats. (2025). Therefore, no CONTRACTOR who is a party to, or receives a benefit from, this Agreement may offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the SCHOOL BOARD. Furthermore, no officer, employee, or agent of the SCHOOL BOARD may solicit or accept a gratuity, favor, or anything of monetary value

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from CONTRACTOR, its employees, or agents as a result of this Agreement between the parties.

31. **PUBLICITY.** CONTRACTOR shall not use SCHOOL BOARD's name, logo, or other likeness, or of any school or office operated by Marion County Public Schools, in any press release, marketing materials, or another public announcement without SCHOOL BOARD's prior written approval.

32. **CONFLICTS.** If there is a conflict between this Agreement and the documentation attached as Exhibit A, this Agreement governs. All website or software terms contained in click-through documentation or agreements in connection with CONTRACTORS services are disclaimed by the SCHOOL BOARD to the extent the terms are in addition to, conflict, or are inconsistent with the terms of this Agreement.

Commented [Legal11]: Confirm this is the only Exhibit attached. Otherwise, you may need to modify to make sure that all Contractor Exhibits are referenced.

33. **CERTIFICATIONS.** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300. CONTRACTOR certifies, to the best of its knowledge and belief, that neither the company nor its principals:

A. Are debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.

B. Have, within the five-year period before this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the preceding paragraph B.

D. Have, within the five-year period before this Agreement had one or more public transactions terminated for cause or default.

If the CONTRACTOR is unable to certify to any of the above statements in this certification, CONTRACTOR must submit a written explanation to the SCHOOL BOARD.

CONTRACTOR shall notify SCHOOL BOARD within thirty (30) calendar days after the occurrence of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, concerning CONTRACTOR or its principals. Where this is the case, CONTRACTOR is not authorized to provide goods or services on the purchase order until CONTRACTOR receives written approval from the SCHOOL BOARD.

34. **JESSICA LUNSFORD ACT.** The State of Florida's Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. CONTRACTOR shall require that all individuals in CONTRACTOR's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting,

at the sole cost of the CONTRACTOR. If employees or representatives of CONTRACTOR will be present on SCHOOL BOARD property, CONTRACTOR shall not provide any services until SCHOOL BOARD provides CONTRACTOR with notice of clearance and issues official School District badges. **CONTRACTOR must contact JLArequest@marion.k12.fl.us for background clearance procedures.** Consistent with the indemnification language in this Agreement, CONTRACTOR reaffirms that it will indemnify and hold harmless SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2025).

35. **CHILD NEGLECT.** CONTRACTOR and its employees will be subject to the requirements of § 39.201, Fla. Stats. (2025) that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873; report online at <https://reportabuse.dcf.state.fl.us/>; or fax a report to 1-800-914-0004.

36. **CONFLICT OF INTEREST.** CONTRACTOR must disclose the name of any officer, director, or agent who may be employed by the SCHOOL BOARD. CONTRACTOR must disclose the name of any SCHOOL BOARD employee who owns, directly or indirectly, any interest in CONTRACTOR or any affiliated business entity.

37. **GRATUITIES.** CONTRACTOR will not, either directly or indirectly: (1) offer, give, or provide any tangible item of value to anyone as consideration for any SCHOOL BOARD employee's decision, opinion, recommendation, vote, another exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of, any SCHOOL BOARD employee.

38. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision will not affect any other provision and this Agreement will be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

39. **CAPTIONS.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and will not be construed to create a conflict with the provisions of this Agreement.

40. **E-VERIFY.** Under Section 448.095, Fla. Stats. (2025), CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, <https://www.e-verify.gov/employees>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR must also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Upon SCHOOL BOARD request, CONTRACTOR must provide evidence of registration as required by Florida Statute. 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.

41. **AFFIDAVIT OF NONGOVERNMENTAL REPRESENTATIVE.** Section 787.06, Fla. Stats. (2025) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental

entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The SCHOOL BOARD is a governmental entity for purposes of this statute. By signing this Agreement, the undersigned corporate representative for the CONTRACTOR affirms under the penalty of perjury, that the CONTRACTOR identified herein does not use coercion for labor or services as those terms are defined in Section 787.06, Fla. Stats. (2025); specifically, the CONTRACTOR does not:

- A. Use or threaten to use physical force against any person;
- B. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- C. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- D. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- E. Cause or threaten to cause financial harm to any person;
- F. Entice or lure any person by fraud or deceit; or
- G. Provide a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Fla. Stats. (2025) to any person for the purpose of exploitation of that person.

42. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT.** CONTRACTORS are hereby notified of the provisions of section 287.05701, Fla. Stats. (2025), as amended, that the SCHOOL BOARD will not request documentation of or consider a CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTORS are further notified that the SCHOOL BOARD's governing body may not give preference to a CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

43. **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

Legal Rev. 05/04/2026

AS TO CONTRACTOR:

Email: _____
Fax Number: _____

AS TO SCHOOL BOARD:

Email: _____
Fax Number: _____

WITH COPY TO:

Current School Board Chair
The School Board of Marion County, Florida
1614 E. Fort King Street
Ocala, Florida 34471

or to such other address(es) as the Parties may mutually designate by notice complying with the terms of this Agreement. The Parties shall deem the notice delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date, a party signed the Return Receipt, or refused acceptance of delivery, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

44. **FORCE MAJEURE**. Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

45. **FEDERAL FUNDS**. For any agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the agreement and the CONTRACTOR accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award. As provisions A through R are subject to change without notice, the CONTRACTOR can access the required provisions online using the link below: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20I%20to%20Part%20200>.

Commented [Legal12]: Who will be designated as Contract Manager for this Agreement?

Commented [Legal13]: Please insert the contact information for each party. The School Board contact should be the contract manager assigned to the Agreement. If the Agreement is over \$35,000, the following should be inserted under the Notice provision:

WITH COPY TO:

Current School Board Chair
The School Board of Marion County, Florida
1614 E. Fort King Street
Ocala, Florida 34471

A. **FEDERAL REGULATIONS.** CONTRACTORS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).

B. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, or national origin. 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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- C. **ILLEGAL ALIEN LABOR.** CONTRACTOR shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR must not knowingly employ unauthorized aliens and should such violation occur will be cause for cancellation of the Agreement.
- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. **PROCUREMENT OF RECOVERED MATERIALS.** (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines
- F. **FEDERAL DRUG FREE WORKPLACE.** CONTRACTOR agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.

- G. **ENERGY EFFICIENCY / CONSERVATION**. (42 U.S.C. 6201) CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. **DEBARMENT AND SUSPENSION**. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT**. Failure of the CONTRACTOR to provide products within the time specified in the Scope of Work will result in the following: The SCHOOL BOARD shall notify CONTRACTOR in writing within five (5) calendar days and provide five (5) calendar days to cure. If awarded CONTRACTOR cannot provide product or services, SCHOOL BOARD reserves the right to purchase product from another CONTRACTOR, or if this Agreement is entered as the result of a Request for Proposal the next lowest responsive and responsible bidder. The defaulting CONTRACTOR will be responsible for reimbursing SCHOOL BOARD for the price differences.
- J. **COPELAND “ANTI-KICKBACK” ACT**. (18 U.S.C. 874 AND 40 U.S.C. 276C) The CONTRACTOR certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- K. **DAVIS-BACON ACT, AS AMENDED**. Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or

reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- L. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- M. **HEALTH AND SAFETY STANDARDS IN BUILDING TRADES AND CONSTRUCTION INDUSTRY.** ([40 U.S.C. 3704](#)) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- N. **CLEAN AIR ACT.** Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- O. **BYRD ANTI-LOBBYING AMENDMENT.** Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

P. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SCHOOL BOARD is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The CONTRACTOR agrees that it is not providing SCHOOL BOARD with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, CONTRACTOR certifies its compliance with this provision. The CONTRACTOR shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify SCHOOL BOARD if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.

Q. **DOMESTIC PREFERENCES FOR PROCUREMENTS** (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

R. **ACCESS TO RECORDS** (2 CFR Part 200.336): If this Agreement is funded by federal funding identified in paragraph 3 of this Agreement, CONTRACTORS and subcontractors must give access to the SCHOOL BOARD, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

46. **REGULATIONS & ORDINANCES**. The CONTRACTOR must comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local government being licensed, if required, for performance of any work under this Agreement. CONTRACTORS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).

47. **DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES.** To ensure compliance with School Board Policy 6460 Vendor Relations, CONTRACTORS must disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the CONTRACTOR, and who are currently employed or have been employed by the SCHOOL BOARD **within the last two (2) years.** Such disclosure must include, at a minimum, the names of former SCHOOL BOARD employees, a list of the positions the employees held in the last two (2) years of their employment with SCHOOL BOARD, and the dates the employees held those positions. **Approval by SCHOOL BOARD for the use of current or former SCHOOL BOARD employees (within the last two (2) years) is mandatory before using funds obtained from this Agreement to subsidize the current or former SCHOOL BOARD employee.**

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

48. **OPPORTUNITY TO CONSULT WITH COUNSEL.** The Parties acknowledge that they have consulted or had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and its legal effect and fully understand and agree to every provision without reservation, and that they have executed this Agreement in reliance on their judgment, free from any coercion, duress, or undue influence.

49. **CONTRACTOR CONFIDENTIAL INFORMATION.** CONTRACTOR represents that the materials it is providing under this Agreement contain proprietary products and trade secrets of CONTRACTOR. To the fullest extent permissible under applicable law, SCHOOL BOARD agrees to treat the material as confidential under this article. CONTRACTOR must separately submit to SCHOOL BOARD any other material CONTRACTOR contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." Also, CONTRACTOR must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under § 812.081, Fla. Stats. (2025) and stating the factual basis for same. If a third party submits a request to SCHOOL BOARD for records designated by CONTRACTOR as Trade Secret Materials, SCHOOL BOARD shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONTRACTOR. CONTRACTOR shall indemnify and defend SCHOOL BOARD and its employees and agents from all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

50. **ADDITIONAL TERMS.** All website or software terms contained in click-through Agreements in connection with CONTRACTORs services are disclaimed by SCHOOL BOARD to the extent the terms are in addition to, conflict or are inconsistent with the terms of this Agreement.

51. **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 (42 USC 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.

52. **COPYRIGHTS.** The CONTRACTOR is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a CONTRACTOR purchases ownership with grant support. Furthermore, the Parties agree that the SCHOOL BOARD has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School District for purposes related to SCHOOL BOARD business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by CONTRACTOR may not be copied by the SCHOOL BOARD provided that such material was copyrighted by CONTRACTOR before performance under this Agreement and was not developed specifically for SCHOOL BOARD under this Agreement.

53. **DESCRIPTIVE HEADINGS.** The headings used in this Agreement are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any provision.

54. **COUNTERPARTS.** The Parties may execute this Agreement in counterparts. Faxed or other electronic imaging will be acceptable in place of originals.

55. **COMMENCEMENT OF WORK.** No Contractor or Subcontractor shall commence any work of any kind under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, meeting all Level 2 background screening requirements, provided certificate of insurance indicating the required insurance coverages have been obtained, and the District has issued the Contractor a badge or the Contractor has produced a copy of its statewide JLA badge, and a Purchase Order has been issued.

56. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants 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 concerning all provisions in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

VENDOR NAME _____	THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
By: _____ Signature	By: _____ Dr. Sarah James, Board Chair
_____ (Name Typed) (Title)	By: _____ Danielle Brewer, Ed.D., Superintendent
Date: _____	Date: _____
F.E.I.N. (If organization) _____	
School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Commented [Legal14]: Please insert the full legal name of the Vendor as it is listed on Sunbiz. A corporate officer listed on Sunbiz must sign the Agreement.

EXHIBIT A – _____ (Title of Attachment)

Commented [Legal15]: Insert the name of the Exhibit here.

EXAMPLE

EXHIBIT B – INSURANCE

EXAMPLE