

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 210126  
Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO  
NOT PLACE ITEM ON AGENDA UNTIL  
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,00.00

Date Submitted: 5/20/21

Name of Contract Initiator: Treasure Pickett

Telephone #: 336-6918

School/Dept Submitting Contract: K-12 Academic

Cost Center # 9007

Vendor Name: FACE

Contract Title: Contract between SBCC + FACE

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 200136

Contract Term: Automatically Renewed unless otherwise specified Renewal Option(s): Term July 2021-June 2022

Contract Cost: 0

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):**

☐ Completed Contract Review Form

☐ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

☐ SIGNED Addendum A (if not an SBAO Template Contract)\*

\*This Statement **MUST BE** included in the body of the Contract:

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

☐ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[if exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

☐ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

☐ COVID-19 Waiver (If Applicable)

☐ Release and Hold Harmless (If Applicable)

**RECEIVED**  
6/02/2021  
SBAO

**\*\* AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

**CONTRACT REVIEWED BY:**

**COMMENTS BELOW BY REVIEWING DEPARTMENT**

Purchasing Department

B78

Review Date

6/1/2021

Not a Cost (N/A Purchasing) MOU #200136 stands alone  
Department Requested a Signed Addendum A 4/1/21 email Date

School Board Attorney

Review Date

SB  
6/10/21

This Contract Replaces Current Contract & Modification #190130

Make sure clean copy (without Strikethrough) go to Board  
**Received - Done**

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

☒ **APPROVED**

DATE: 6/10/21

PACE Contract Changes - (in red)

Dates changed throughout contract- July 2021-June 2022

II. delete "of instructional materials categorical" per Legutko

#5. Change "No Child Left Behind" to "Every Student Succeeds Act"

#9. - Insert verbiage regarding PACE utilizing Clay County Kelly Services for substitute teachers

#10. Change FOCUS to Synergy

Added #17. SSO information

#29. Verbiage changed with instructional calendar days

#36. Information from Derald Sweat in reference to transportation

CONTRACT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AND  
PACE CENTER FOR GIRLS - CLAY

This contract by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD," and PACE CENTER FOR GIRLS - CLAY, hereinafter referred to as "PACE."

Whereas, PACE is a non-profit, non-residential agency contracted by the Department of Juvenile Justice (DJJ) to provide comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls eligible for this program by State Board of Education Rule 6A-1.994 and Florida Statute 1 003.52; and,

Whereas, the SCHOOL BOARD has the authority as provided by FS 1003.52 and the State Board of Education Rule A-1.994 to engage in a contractual relationship with non-profit corporations which have been formed for the purpose of providing a cooperative educational service to the district; and,

Whereas, the SCHOOL BOARD is committed to providing appropriate educational programs for school age children in Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and,

Whereas, the parties in this Agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for students placed in this program by eligibility under Florida Statute 1003.52.

IT IS AGREED for and in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. This contract shall become effective on July 1, 2021 and shall remain in effect for a period of one (1) year. This contract shall automatically renew for successive periods of one (1) year unless either party is notified by the other sixty (60) days ahead of the contract expiration date of their intention to terminate the contract at the end of the contract or extension period.
- II. The Florida Department of Education provides a detailed calculation worksheet for DJJ programs (see <http://www.fldoe.org/fefp/djjinst.asp>). SCHOOL BOARD agrees to pay PACE ninety-five percent (95%) of the Full Time Equivalent (FIE) revenue generated through the Florida Education Finance Program (FEFP) funds and 100% funds as identified in the worksheet and earned by eligible students enrolled in PACE. The FEFP funding components shall include only the following components: Base Student Allocation, ESE Guaranteed Allocation, DJJ Supplemental Allocation, discretionary Local Effort dollars for operation and transportation dollars.



1. The SCHOOL BOARD will reimburse PACE for transportation costs through FTE revenue generated through transportation categorical funds. PACE agrees to provide all documentation requested in order to secure these funds.
2. PACE shall, for each survey, furnish SCHOOL BOARD with detailed accurate attendance records for each student enrolled in PACE. These records shall indicate the dates of each student's attendance and the dates of each student's absences with the signature of the certifying teacher.
3. PACE agrees to provide the School District's Non-Traditional Programs office with quarterly financial reports that include detailed information related to the expenditures of funds provided by the SCHOOL BOARD.
4. PACE shall provide a program of education, training, and related services to the referred students.
5. PACE will at all times provide sufficiently trained and qualified professional staff for the proper instruction and supervision of students in the PACE program. Professional staff must be certificated or eligible to meet the certification requirements as required by Chapter IO12, Florida Statutes, DOE State Board Rule, and Every Student Succeeds Act legislation. PACE will not employ or engage any person who has been terminated or non-renewed for poor performance by the SCHOOL BOARD. PACE will also not employ or engage any person who has resigned from his or her employment by the SCHOOL BOARD in lieu of disciplinary action with respect to child welfare or safety, or has been dismissed for just cause. The qualifications of PACE's employees and independent contractors shall be released to the School District and to parents as required by Federal and Florida Statutes, PACE agrees to follow School District policies and procedures when hiring both short-term and long-term substitutes.
6. Fingerprinting and criminal background checks as outlined in Florida Statute I 012.32 will be conducted on prospective employees prior to final hiring action. All PACE employees will be required to complete a criminal history document provided by the School District, and PACE will comply with all School District procedures related to background checks.
7. PACE will ensure all teachers are Florida certified and highly qualified teachers that shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit toward a standard high school diploma. The teachers will also be responsible for district reports and for communication with the student's home school. Space permitting, the SCHOOL BOARD will provide access to the Alternative Certification Program (ACP), as well as all staff development opportunities offered to district teachers.
8. PACE will ensure that a minimum of one certified and highly qualified Exceptional



Student Education (ESE) teacher will be available to provide resource services to ESE students through the collaborative model. The SCHOOL BOARD will continue to provide support and oversight of the delivery of ESE services and compliance with all state and federal statutes related to ESE.

Highly qualified PACE staff will obtain current Individual Education Plans or initiate the development of IEPs for students assigned to ESE programs within 10 days of the student's entry into the program. The School District will provide regularly scheduled ESE consultant services, English for Speakers of Other Language (ESOL) services, as needed, and assist PACE in seeking mental and physical health services, as needed. PACE shall provide time and space for School District psychologists to conduct psychological and educational testing for any student currently identified as an exceptional student education (ESE) student and any student referred for ESE placement.

9. If PACE certified teachers are absent, substitutes will be assigned using Clay County School Board's automated substitute system. The cost of substitutes provided by the BOARD will be paid by PACE. The BOARD will deduct the cost of the substitutes utilized from the monthly FEFP payment. The BOARD will provide PACE with the substitutes' names, dates utilized, and daily cost at the time of each deduction.
10. Other services provided by the SCHOOL BOARD include State and District assessments, computer generated report cards, treatment team participation, Student Information System Synergy, Individual Education Plans/Evaluations, and other district generated forms for services.
11. PACE shall maintain and provide the School District with academic performance data for the students enrolled in PACE's program as requested by the School District in connection with its compliance with Florida Laws, Chapter No. 2014-30 (commonly known as House Bill 313 of the 2014 legislative session). PACE will have its administrative and instructional personnel comply with the School District's criteria for professional development which are implemented in connection with the School District's compliance with Florida Laws, Chapter No. 2014-30.
12. PACE shall maintain student records in accordance with State requirements for Dropout Prevention/Juvenile Justice Programs, as well as the information for data reporting requirements requested by the SCHOOL BOARD and State and Federal agencies.
13. PACE may provide students food services through the School Board food services program. Student breakfast and lunch will be provided through the Free and Reduced Lunch Program via a public school within close proximity to PACE Clay. PACE will transport the meals. PACE reserves the right to select an independent food service vendor to provide meals for the Free and Reduced Lunch Program.

14. PACE shall provide monthly attendance records for each student along with the monthly invoice for payment. This will reflect procedures developed by the School District for FTE collection. PACE agrees to participate to the extent necessary in the review of placement processes guaranteed to parents or guardians of a student under FS 1003.52 (5).
15. PACE agrees not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except on written consent of the recipient or his parent/guardian where authorized by law.
16. PACE agrees in writing that it complies with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974, the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local and state standards for health and safety of students.
17. In accordance with guidance issued by the Florida Department of Education on May 31, 2019 regarding compliance with Section 1006.12, Florida Statutes, the SCHOOL BOARD shall not require PACE, because of its scope as a diversionary program, to assign a Safe-School Officer (SSO).
18. The staff of the SCHOOL BOARD shall be permitted to review the program and other performance reports for PACE and confer with its staff at reasonable times. Results of these reviews will be considered in the determination of contract renewals.
19. The SCHOOL BOARD and PACE agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.
20. PACE and the SCHOOL BOARD agree to coordinate the preparation and planning for student movement in and between programs, involving educational, site, and re-entry staff, in addition to appropriate significant others and program or agency representatives.
21. PACE will adhere to the same suspension/change of placement guidelines that are in place for the SCHOOL BOARD.
22. PACE shall ensure that transition plans contain academic re-entry goals, career and employment goals, and the recommended next educational placement for the student. Personnel will include the School District or provider personnel who are responsible for guidance services, assessment, registration, and instruction. Personnel from outside agencies or programs will be included where appropriate.
23. PACE shall prepare and the SCHOOL BOARD may review the educational exit

portfolio, which is to include items in the student's DJJ discharge packet. These items shall include: a copy of the student's exit plan; current permanent record information; a School District withdrawal form that includes grades in progress for the program; a current IBP and/or IAP; all entry and exit assessment data on reading, writing, and math; length of participation in the program (entry and exit dates); and copies of certificate/diplomas earned at the program.

24. PACE and the SCHOOL BOARD shall have access to DJJ commitment files for the purpose of planning the exit/transition plan for the student.
25. PACE agrees to provide and the SCHOOL BOARD shall review the provider's past performance through mock Quality Assurance reports and other appropriate indicators. Reviews will include contracts with DJJ for the care and custody of youth in commitment programs, financial statements to document monetary stability, and documentation of experience in providing high quality educational experiences.
26. Education Accountability for DJJ Programs — Whereas Rule 6A-1.099812, F.A.C., establishes a performance rating system for DJJ education programs that measures performance on twelve (12) components. Ratings are based solely upon data submitted to FDOE. To support compliance with this rule, the SCHOOL BOARD shall grant user access for the PACE National Office's Associate Director of Operational Compliance and designees to enter, retrieve and verify data in system(s) used to submit PACE data to FDOE regarding FTE and DJJ accountability reporting. A school district designee shall work with a Pace designee(s) assigned by its National Office to verify that all data, including student-enrollment data, program entry and exit dates, and any other data needed to calculate a DJJ accountability rating, is accurate and reported timely to the FDOE.

Upon request from Pace's National Office for data files associated with Pace's preliminary rating, the district shall within two (2) business days provide Pace with these files. Pace shall have fifteen (15) days to review and, if necessary, correct files. If the district or Pace can clearly demonstrate that changes are warranted due to omission, miscalculation, or special circumstance beyond the control of the district and that the changes could not have been made prior to calculation of the rating and would result in a different rating, then the school district shall contest or appeal the preliminary rating within thirty (30) days.

27. PACE shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold SCHOOL BOARD harmless from all claims, suits, judgments or damages, including court costs, expenses, and attorney fees, arising out of or in the course of it, provision of the services called for in this contract; and shall execute and maintain in force liability insurance to provide such indemnification amount sufficient to cover the waiver of sovereign indemnity in Florida Statute 768.28.
28. PACE shall adopt State Department of Education and SCHOOL BOARD policies and procedures relating to Dropout Prevention Juvenile Justice Programs.



29. PACE agrees to provide an instructional calendar composed of 250 days, or the equivalent expressed in hours as specified by the State Board of Education rule, as referenced in Section 1003.01, Florida Statutes. Twenty (20) days, or equivalent hours, may be used for in service training and planning in day treatment programs. PACE will enroll students for a minimum of 300 minutes daily (6A-6.05281) or for an average of 1500 minutes weekly (H8267) in courses listed in The Florida Course Code Directory and Instructional Personnel Assignments and in accordance with The Board approved Student Progression Plan. Course descriptions should match program instruction and should be documented in the teacher planning book.
30. The provider requested and the reduction in student contact days. Instruction will occur for a minimum of 1500 minutes per week.
31. PACE agrees to provide classroom space, furniture, and equipment for the teachers and students participating in the school program.
32. PACE agrees to provide adequate and appropriate educational materials and supplies for the students in the program.
33. Internet Access & Protection. PACE and CCSB mutually agree and understand that in order to provide personalized educational services, access to online, web-based, teaching, learning and assessment resources is critical. PACE shall provide educationally appropriate internet access for use by students, teachers and school administrators at the school campus as required to meet the noted educational needs while complying with the tenets and requirements of the CIPA (Child Internet Protection Act.) CCSB. shall assist PACE to determine the appropriate bandwidth requirements for such use as determined by CCSB Board Policy, the Florida Department of Education, other regulatory or advisory PACE providing such recommendations. CCSB agrees to provide reasonable technical and process assistance to PACE in establishing said network services. While providing said services, PACE assumes responsibility for the proper functioning and configuration of all networking equipment to provide additional web page filtering and content blocking as necessary or recommend changes to PACE's network configuration.
34. Pursuant to Section 119.0701, Florida Statutes, any party contracting with the SCHOOL BOARD is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the SCHOOL BOARD would provide such records and 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; and (d) meet all requirements for retaining public records and transfer, at no cost, to the SCHOOL BOARD all public records in that party's possession upon termination of its contract with the SCHOOL BOARD and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements.

35. Should an FTE funding adjustment be assessed by the SCHOOL BOARD because of noncompliance by PACE, the SCHOOL BOARD will deduct such amount from any future payments from the time of the assessment.
36. SCHOOL BOARD will provide daily transportation, including arrival and departure, to students of PACE Clay, 429 College Drive, Middleburg, FL 32068. Processes and procedures include:
  - a. Four (4) SCHOOL BOARD buses operated by SCHOOL BOARD drivers will pick up PACE Clay riders at designated bus stops defined by the SCHOOL BOARD's Transportation Department.
  - b. PACE Clay will submit change reports for any changes at least three (3) days in advance of expected adjustments to route or ridership.
  - c. SCHOOL BOARD bus rules and student code will be enforced for all PACE Clay riders. Referrals will be used for documentation between the SCHOOL BOARD's Transportation Department and PACE Clay.
  - d. PACE Clay will continue to submit FTE transportation reports quarterly FTE reporting period for funding from the Florida Department of Education. The SCHOOL BOARD's Transportation Department will provide PACE Clay with riding reports for which to compile the FTE reports. The SCHOOL BOARD will then invoice PACE Clay on a monthly basis for the total amount due.
  - e. The mileage billing rate shall be \$1.15 per mile and the hourly driver rate shall be \$13.00.
  - f. PACE Clay will provide staff supervision of students during arrival and departure at the PACE Clay Center.
  - g. Transportation for students with special needs within two (2) miles of the PACE Clay Center will require an Individual Education Plan (IEP) documenting the need for transportation.
  - h. PACE Clay will provide an annual calendar outlining service dates and times for by January 31 of each year.
  - i. The SCHOOL BOARD will assume liability coverage for Pace students riding on SCHOOL BOARD buses as specified in Section 234.03, Florida Statutes.

This contract shall become effective on July 1, 2021 and shall remain in effect for a period of one (1) year. This contract shall automatically renew for successive periods of one (1) year unless either party is notified by the other sixty (60) days ahead of the contract expiration date of their intention to terminate the contract at the end of the contract or extension period. This agreement may be modified or amended only by mutual consent of the parties. In the event that funds to finance the program become unavailable, either party may notify the other and terminate the contract upon thirty (30) days written notice. The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.

THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA

PACE CENTER FOR GIRLS CLAY  
COUNTY

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Thresa Giles, Chief Business Officer

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## **"ADDENDUM A"**

### **TO CONTRACT WITH**

### **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "Contractor".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
  - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
  - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
  - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
- Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
  - Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
  - Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
  - Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
  - Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.



18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

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

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.
20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

*\*If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

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

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



22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
  - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
  - Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
  - The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
    - Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
    - CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: \_\_\_\_\_

School/Department Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

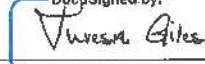
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**CONTRACTOR**

By:  \_\_\_\_\_  
DocuSigned by:  
Thresa Giles  
736D79F6AEBA46B...

Print Name: Thresa Giles

Title: chief business officer

Date: 6/2/2021



## **NOTIFICATION DOCUMENT**

### ***Waiver Requires Signature At Time Of Entrance On SBCC Property***

**Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.**

#### **COVID-19 WAIVER**

### **SCHOOL BOARD OF CLAY COUNTY, FLORIDA RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION**

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant/Vendor/Volunteer/Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Name of each minor child for whom this Release applies, **if applicable**:

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



**Exhibit # 1****WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Pace Center for Girls, Inc.

Signature of Authorized Representative:  Theresa Giles  
736D79F6AEB4468...

Printed Name of Authorized Representative: Theresa Giles

Title of Authorized Representative: Chief Business Officer

Date: 6/2/2021

## Exhibit # 2 (a)

### EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) 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, 1964-1965 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."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) 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.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) 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**

## **EDGAR CERTIFICATIONS (continued)**

**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.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236).** Vendor 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) 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 government wide 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) 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.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been



**EDGAR CERTIFICATIONS (continued)**

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**RECORDS ACCESS AND RETENTION**

**Records Access (34 CFR 80.36 (i)(10):** All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

**Records Retention (2 C.F.R. § 200.333):** Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

**RECOVERED MATERIALS**

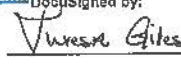
**Recovered Materials (2 CFR §200.322):** Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) 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.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name:

Pace Center for Girls, Inc.

Signature of Authorized Representative:

DocuSigned by:  
  
 736D79F8AEBA486...  
 Theresa Giles

Print Name of Authorized Representative:



**Exhibit # 2 (b)****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.*

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 whom 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 Non-Procurement 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.

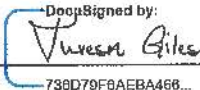
**Instructions for Certification:**

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
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 Vendor: Pace Center for Girls, Inc.

Thresa Giles

Printed Name

Signature:  738D79F8AEB468...

Chief Business Officer

Title of Authorized Representative

Date: 6/2/2021

**Exhibit # 2 (c)****DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

**IDENTICAL TIE BIDS** – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** PACE Center for Girls, Inc.

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Thresa Giles  
(Printed Name)

Chief Business Officer  
(Title)

DocuSigned by:  
Thresa Giles  
(Signature)

6/2/2021  
(Date)



**Exhibit # 2 (d)****NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

My name is (*INSERT NAME* Thresa Giles). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- 3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- 4) (*INSERT NAME OF COMPANY* PACE Center for Girls, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* PACE Center for Girls, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** PACE Center for Girls, Inc.

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Thresa Giles  
(Printed Name)

Chief Business Officer  
(Title)

DocuSigned by:  
Thresa Giles  
(Signature)

6/2/2021  
(Date)

**Exhibit # 2 (c)****DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

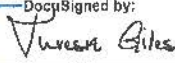
Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

DocuSigned by:  
  
 736D79F6AEBA486...

Signature

PACE Center for Girls, Inc.

Company Name