LICENSE AND SERVICE AGREEMENT

This License and Service Agreement ("Agreement") is entered into this 19th day of <u>February,</u> 2015, by and between **ACCELIFY SOLUTIONS LLC**, (hereinafter "Provider") School Board of Clay County, Florida (hereinafter "Customer").

INTRODUCTION

WHEREAS, the Provider is the operator and owner of certain software (hereinafter the "Software") and provides related services (hereinafter the "Services").

WHEREAS, Customer is interested in contracting with Provider in order to obtain the Software and Services in Customer's organization.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1   "Administrative Contact" means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.2   "Agreement" means this License Agreement.

1.3   "Authorized User" means the individual(s) authorized to access the Software on behalf of the Customer according to the terms of this Agreement.

1.4   "Customer Data" means documents, information and data submitted to Provider by Customer for processing through the Software and/or documents, information and data input or maintained in the Software by Customer.

1.5   "Effective Date" means the date upon which this Agreement has been executed by both the Provider and the Customer.

1.6   "IEP" means a special education student's Individualized Education Plan, Individual Service Plan, or Individual Infant Service Plan.

1.7   "Password" means the License code provided to Customer's Authorized Users to enable access to the Software.

1.8   "Personal User Identification" means the identification code given to Customer's Authorized Users.

1.9   "Escalation List" means a list of contacts and contact information of Provider's senior leadership.

1.10   "Software" means such software modules selected by Customer on <u>Appendix A</u> which is hereby incorporated by reference as if fully set out herein.

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1.11   "Service" means such services as are outlined herein.

1.12   "Implementation Schedule" means the schedule to be mutually agreed upon by Customer and Provider for the implementation of the Software.

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ARTICLE II

SOFTWARE LICENSE AND RELATED TRAINING

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2.1   Commencing on the Effective Date, Customer shall have the nonexclusive right, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer's Authorized Users to obtain access to and use the Software.

2.2   Provider will provide Training to Customer and Customer's Authorized Users based on the Implementation Schedule to be mutually agreed upon by Provider and Customer. Provider will provide onsite "train the trainer" training on all elements of the system listed on Appendix A. Additionally, in the first year implementation of the Software, Provider will provide on-site training for groups of users for each relevant component of the Software based on the Implementation Schedule. Provider and Customer will endeavor to schedule mutually agreeable training schedules. Additionally, Provider will provide additional electronic training opportunities via webinar or teleconference as may be mutually agreed to by the parties. Provider will make necessary training materials available on the client website for access by Authorized Users. Each contract year, Provider will provide additional on-site training opportunities for new users and will make electronic training options available to all users.

2.3   Hosting, Enhancement and Maintenance.

(a)   The Software will be hosted for the Customer for the term of the Agreement commencing with the Effective Date.

(b)   Help Desk Services: Both telephone and online Help Desk service will be provided for the duration of this Agreement. Help Desk hours are Monday through Friday 8:00 a.m. through 5:00 p.m., Eastern Time, excluding Provider's holidays. During these hours, Provider shall endeavor to respond to Help Desk inquires within 24 hours of receipt (weekends and holidays excluded). Additionally, Authorized Users and the Project Liaison will be provided an email address for our Help Desk. Response to the email requests will be made within one (1) business day of the request being made. The Project Liaison will be given an Escalation List including the contact information for Provider's leadership team in the event of an emergent situation.

(c)   It is anticipated that enhancements to the Software will be ongoing.

2.4   It is understood and agreed that maintenance may be required from time to time and Provider will provide Customer with reasonable prior notice of such maintenance. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customers if impossible to provide such notice.

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ARTICLE III

MEDICAID SERVICES AND RELATED TRAINING

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3.1   Claim Development: Provider will provide the services and assistance that are reasonably necessary in order for the Customer to be able to submit appropriate Medicaid claims under the Medicaid Direct Services program in the State of Florida. These claims are associated with the claimable costs the Customer incurs in providing health-related services to its Special Education students and other costs as are deemed coverable by federal and state regulation.

3.2   Claims Submission: Provider will submit the Customer's claims directly to the appropriate state agency on behalf of the Customer. Thereafter, Provider will track each such claim until it has been processed by the state of Florida – and periodically keep the Customer informed as to the status of each such claim (i.e., Paid, Pending or Denied).

3.3   Training: In conjunction with its work for the Customer, Provider   will provide appropriate training in order to ensure that all of the Customer's affected staff are familiar of the applicable regulations, rules, etc. of U.S. Department of Health and Human Services' ("DHHS") Centers for Medicare and Medicaid Services ("CMS") and the appropriate state agency with respect to Medicaid claiming. This training will be offered in a variety of formats which may, upon discussion with the Customer, but at Provider's sole discretion, include in-person training, online live web training, online training materials, physical training materials and one-to-one support. Provider shall have the right to provide training to multiple clients at the same time.

3.4   Compliance: Provider will ensure that all of the claims that it develops for the Customer are in full compliance with all of the applicable policies and procedures that have been established by DHHS/CMS.   In addition, Provider will keep the Customer fully informed with respect to any changes that occur with respect to those policies and procedures. Customer will be responsible for ensuring the compliance of any data submitted by its personnel.

3.5   Quality Control. Provider's personnel will also monitor and provide Quality Control services with respect to all of the Customer's Medicaid claims. In conjunction with this work, Provider staff will independently review a representative sample of all of the Medicaid claims that Provider submits to the state on behalf of the Customer to ensure compliance with relevant regulations and identify areas for operational improvement.

3.6   Technical and Customer Support. Provider will provide technical support assistance via a toll-free number during business hours (8am to 5pm ET). Email support will be available 24/7 with an average response time of 4 hours during business days and up to 24 hours on weekends and holidays. Additionally, the Customer may request an urgent support contact person for mission critical issues.

3.7   Audits. In the event that any of the Customer's claims are subjected to an audit, Provider will provide support services and technical assistance before, during, and after any such audits.   In addition, Provider will also consult with the Customer with respect to any appeals concerning such audits. This includes support for all monitoring conducted by ACHA.

ARTICLE IV

ADDITIONAL CUSTOMER RESPONSIBILITIES

4.1   Project Liaison.   The Customer will assign a Project Liaison to Provider who has decision-making authority – or who reports directly to someone who has such authority – with respect to any matters concerning Provider's work for the Customer. This Project Liaison will serve as Provider's primary point-of-contact with the Customer.

4.2   Project-Related Tasks: Throughout the time that Provider is providing services and assistance to the Customer, the Customer will be responsible for the following project-related tasks:

(a)   Furnishing all of the data and/or documents that Provider needs in order to meet its obligations with respect to this Agreement;

(b)   Being responsible for the performance of its employees and agents and for the accuracy and completeness of all of the data and/or documentation that they provide to Provider;

(c)   Executing in a timely manner, any necessary "Inter-agency Agreements" or any similar contractual documents with applicable departments or agents that provide for cooperation with respect to any matters that are essential to this Agreement;

(d)   Ensuring that its applicable staff utilize Provider's Web-based application in order to record claimable time for services or claimable units of services;

(e)   Ensuring that all services provided are prescribed by the particular student's Individualized Education Plan ("IEP"). Provider's systems will allow Customer personnel to create, update and track IEP prescriptions to ensure compliance. The Customer is responsible for ensuring the accuracy of that information;

(f)   Providing appropriate facilities for Provider, at no cost to Provider, to provide "Training Programs" for any of the Customer's staff who will be utilizing the Software; and

(g)   Providing other reasonable assistance as requested by Provider.

ARTICLE V
LICENSE AND SERVICE FEE AND PAYMENT TERMS

5.1   License and Service Fee.

(a)   In consideration for the license to obtain access to and use the Software as provided herein, and receive the Services described herein, Customer agrees to pay Provider the License Fees and Service Fees identified in the Fee Schedule attached as Appendix A.

(b)   All fees identified in the Fee Schedule shall be remitted to Provider in accordance with the Florida Prompt Payment Act. Invoices for Implementation Fees as may be contained in Appendix A shall be eligible for submission on the Effective Date. Invoices for other License and Service Fees shall be eligible for submission on the first day of each calendar quarter for the fees due for that quarter.

(c)   Customer shall timely make all payments to Provider as required pursuant to the Agreement.

(d)   The Customer has final approval authority for this Agreement and for the payment of any fees accrued under this Agreement.

ARTICLE VI
TERM AND TERMINATION

6.1   This Agreement shall be in effect between the Provider and the Customer beginning with the Effective Date and terminating thirty six (36) months from the Effective Date. At the end of the thirty six (36) months, the Agreement will renew for additional twelve (12) month periods unless and until either party notifies the other, not less than 90 days in advance, of a desire not to renew at the end of the then current period.   In the event sufficient budgeted funds are not available for a new fiscal period, the Customer shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Customer.

ARTICLE VII
CUSTOMER DATA AND USE OF SOFTWARE

7.1   Provider agrees to apply with all federal and state privacy requirements including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 20 USC §1232(g) and Education Code §§49060, et seq.

(a)   Guidelines for User Access: Provider's software will be secured by SSL security certificates using the then latest security standards. All users will be authenticated through usernames and passwords contained in a secure environment within the Software. Authorized users will have access only to the student information relevant to the completion of their duties. User access and permissions will be maintained by Provider within the Software and requests for new users will be made directly by the Project Liaison or a party designated by the Project Liaison for such a purpose. Customer shall maintain sole responsibility for informing Authorized Users of its privacy policy and procedures. Customer shall maintain sole responsibility for informing Provider of the need to deactivate User Accounts.

(b)   Privacy Compliance Standards: Provider's Software, and all Customer data are all hosted in a high-security, top tier facility to insure the security of Customer data. All data transfers to and from Customer systems are managed using either a secure Application Programming Interface ("API") or a Secure File Transfer Protocol server ("SFTP"). Within the Software, each user has access only to the specific student data required to carry out their role within the Customer environment. Multiple levels of administrative access can be maintained in the Software and each level can be given specific access to sub-sets of the Customer data without providing access to all system data.

(c)   Privacy Policy: Accelify is committed to maintaining the confidentiality and security of all user and student data in its possession in accordance with all applicable state and federal regulations, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 20 USC §1232(g) and Education Code §§49060, et seq. ACCORDINGLY, ACCELIFY DOES NOT, AND WILL NOT, USE ANY SUCH DATA IN ANYWAY OTHER THAN IN CONNECTION WITH THE PERFORMANCE OF ITS CONTRACTUAL DUTIES TO ITS CLIENTS OR TO OTHERWISE MEET THE PROPER LEGAL REQUEST OF ANY RELEVANT GOVERNMENTAL AGENCY. In addition, Accelify does not and will not sell or transfer any user or student data for any purpose whatsoever. All Accelify systems contain "Terms of Use Agreements" setting forth the confidentiality requirements and obligations to its user base. Additionally, Accelify ensures that its employees comply with all confidentiality and record security requirements by having them sign a Student Records Security and Confidentiality Agreement and receiving specific training on record security.

(d)   Breach Planning, Notification and Remediation Policy: Provider maintains a proactive anti-breach process to identify the possibility of attempts to breach the Software. This includes active monitor of server login activity attempts, transaction spike reporting, and IP address scans. Upon

identification of any potential breach, active "anti-hacking" countermeasures are employed to maintain the safety of Customer data. In the event of a breach, Providers systems administrators will notify all affected clients, using the Project Liaison, within forty eight (48) hours of the identification of the breach. Any breached system will be immediately taken "off-line" until the source or cause of the breach is identified and specific remediation process have been outlined and approved by any affected client.

(e)   Information Storage, Retention and Disposition Policy: Provider maintains all Customer data within a secure data storage facility on Provider's servers. These servers are backed up within the data center on a continuous basis and are backed up to a separate secure server no less than daily. Any transfer of data is performed using API or SFTP process to ensure data security. Upon termination of this Agreement, user accounts are disabled to protect the Customer data and Provider returns all Customer data to Customer as provided herein in ASCII format. Other than as may be required by law, Customer data is then purged from Provider's Software within thirty (30) days of the return of Customer data to Customer.

ARTICLE VIII
PROVIDER'S PROPRIETARY RIGHTS IN
SOFTWARE/NONDISCLOSURE

8.1   Customer acknowledges that the Software is the property of the Provider and that the value of the Software is in part determined by the Provider's ability to limit access to and use of the Software.

8.2   With the exception of Non-public agencies and/or service providers in which the Customer's students are placed, the Customer agrees not to disclose or make available to any third party any of Provider's proprietary property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of the Software, knowledge of operating methods, Passwords, Personal User Identification, and the names and designations of any equipment comprising the system.

8.3   To further protect the Provider's Proprietary Rights in the Software, Customer agrees to restrict access to the Software to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to the Software, of the obligations of Customer under this Agreement and require each Authorized User to maintain those obligations.

8.4   The Software and all supporting documentation shall remain the property of the Provider.

ARTICLE IX
WARRANTY DISCLAIMER

9.1   PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE, SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.   PROVIDER ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SOFTWARE, SERVICES OR DATA MADE AVAILABLE BY PROVIDER. CUSTOMER AND PROVIDER AGREE THAT NEITHER PARTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CUSTOMER OR PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

DEFAULT

10.1 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

10.2 Obligations on Termination by Default. Within ten (10) days after termination of this Agreement and Customer's receipt of Customer Data in an ASCII delimited file, Customer shall cease and desist use of the Software. Provider reserves the right to disable any and all Passwords issued to Customer.

ARTICLE XI
NOTICES

11.1 All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other address as the party to receive the notice so designates by written notice to the other party

Provider		**Customer**	
Name:	Accelify LLC	Name:	School District of Clay County
Attn:	Alex Brecher Chief Executive Officer	Attn:	Terry Roth, ESE Director
Address:	3611 14th Ave Brooklyn, NY 11218	Address:	23 South Green Street Green Cover Springs, FL 32043
Phone:	(888) 922-2354		
		Phone:	904-529-4977

ARTICLE XII
GOVERNING LAW, JURISDICTION AND VENUE

12.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of Florida.

12.2   Any legal action in connection with this Agreement shall be filed in Circuit Court of Green Cove Springs, Clay County, Florida or the United States District Court for the MiddleDistrict of Jacksonville, Florida, as appropriate, to which jurisdiction and venue Customer expressly agrees.

ARTICLE XIII
SEVERABILITY

13.1   If any provisions of this Agreement shall be held to be invalid, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

ARTICLE XIV
NONASSIGNABILITY

14.1   This Agreement shall be binding upon, inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

ARTICLE XV
ENTIRE AGREEMENT

15.1   This Agreement along with Attachment A embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein.

ARTICLE XVI
MODIFICATIONS

16.1   This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representatives.

ARTICLE XVII
NONWAIVER OF RIGHTS

17.1   Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

17.2   Customer preserves all Immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Florida statute 768.28.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Provider		Customer	
ACCELIFY SOLUTIONS LLC		**School Board of**	
		Clay County, Florida	
By:		By:	_____
Name:	Alex Brecher	Name:	Johnna McKinnon
Title:	Chief Executive Officer	Title:	Chairman of the Board
Date:	December 3rd, 2014	Date:	_____

APPENDIX A
SELECTED MODULES

Module	Description	Annual Cost
acceliTRACK	AcceliTRACK is a single interface that manages all stages of the delivery of IEP services to students, ensuring near 100% capture of all services and IDEA compliance	~~$1.15 per IEP student per month~~ $.75 per IEP student per month
acceliROUTE	AcceliROUTE uses scannable logs to manage special education transportation, matching health services with transportation services to increase transportation claiming.	~~$5 per IEP Student Per annum~~ WAIVED

TRAINING AND IMPLEMENTATION

Module	Description	One-Time Fee
acceliTRACK	In-person training, online live web training, online training materials, physical training materials and one-to-one support. Also to include integration with IEP and SIR to pull related data.	~~$10,000~~ $5,000
acceliROUTE	In-person training, online live web training, online training materials, physical training materials and one-to-one support.	~~$10,000~~ $5,000

FEES ABOVE INCLUDE ALL CONFIGURATION AND IMPLEMENTATION CHARGES. CUSTOM DEVELOPMENT OF FEATURES WILL BE PRICED BASED ON SPECIFICATION TO BE MUTUALLY DEVELOPED BY PROVIDER AND CUSTOMER.

PROVIDER DOES NOT ANTICIPATE ANY REQUIRED CUSTOM DEVELOPMENT FOR CUSTOMER'S IMPLEMENTATION.

Attachment A

1. The School Board of Clay County (SBCC) purchase order number shall appear on each Invoice, delivery papers, bills of lading, packages and/or correspondence.

2. Original invoices shall serve as the SBCC basis for payment

3. All deliveries are to be F.O.B. destination unless otherwise specified.

4. Do not back order without prior approval.

5. C.O.D. orders shall not be accepted -including freight charges.

6. Equipment, materials, supplies and/or services delivered on this order shall be subject to Inspection and test upon receipt and, if rejected, shall remain the property of the vendor

7. The SBCC Issues payments In accordance with the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.

8. BACKGROUND INVESTIGATION: Any employee, principle, or agent of the contractor, vendor, entity or service provider which is a party to this agreement shall, prior to being permitted access to school grounds when students are present or being allowed direct contact with students or being granted access to or control of school. funds, submit to and pass a Level III background screening requirements or otherwise meet the requirements of and be bound by the terms of Florida Statutes 1012.465, 1012.467 or 1012.468. The cost of screening shall be the responsibility of the contractor, vendor, entity or service provider and not the SBCC

9. All transactions contemplated by this purchase order shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regard to this purchase order shall be in Clay County, Florida.

NOTICE: REQUIREMENTS WHEN USING FEDERAL FUNDING:
This purchase order constitutes a contract. Upon acceptance of a purchase order, the vendor certifies that their firm meets and agrees to the following provisions, which shall become a part of the contract.

PARTIES RECEIVING PAYMENT VIA PURCHASE ORDER ISSUED BY THE SBCC FOR GOODS AND/OR SERVICES SHALL BE SUBJECT TO ALL REMEDIES ALLOWED BY LAW FOR ANY DEFAULTS, BREACHES, VIOLATIONS OR OTHER FAILURES TO PERFORM AS AGREED WHETHER OR NOT AN EXPRESS WRITTEN AGREEMENT EXISTS FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

ACCESS TO RECORDS: (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 which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: As required by Federal law (34 CFR 80.36 (1)(11) and Florida law (F.S. 257.36) all vendors, contractors and subcontractors must retain all records pertaining to this contract for five (5) years after the SBCC makes final payments and all other pending matters are closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of $100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained In the state energy conservation plan Issued In compliance with the Energy Policy and Conservation Act (pub. L 94-163, 89 Stat.871).

SUSPENSION AND DEBARMENT: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding $25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(1)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled 'Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded In excess of $10,000 by the district and their contractors or sub-grantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland 'Anti-Kickback" Act (18 U.S.C. 874) as supplemented In Department of Labor regulations (29 CFT part 3). (Applies to all contracts/ sub-grants for construction or repair.)

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts In excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts In excess of $2000 awarded by the district and sub-grantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(1)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub-grantees in excess of $2000, and in excess of $2500 for other contracts which Involve the employment of mechanics or laborers).

CANCELLATION/TERMINATION (34 CFR 80.36(i) For all purchased Involving Federal funds in excess of $10,000, the SBCC reserves the right to terminate this contract for cause, as well as for convenience, by Issuing a certified notice to the vendor. If terminated, the SBCC shall be responsible only for goods and services already delivered to It on the date of such termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, Inconvenience or overhead expense to the vendor.