

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

Contract # 250065  
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 \$100,000.00

Date Submitted: 9/12/2024

Name of Contract Initiator: Richard Perkins

Telephone #: 904 336-9602

School/Dept Submitting Contract: Information Systems

Cost Center # 9040

Vendor Name: Dex Imaging, LLC

Contract Title: Managed Print Services - Platinum Plus Rental Program

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: 2 year plus **3** (1) year extensions 10/22/24 - 10/21/26 Renewal Option(s): (3) 1-year renewals in writing

Contract Cost: Approximately \$304,000 Annually, contract as per page per print cost

**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):**

**RECEIVED**  
By Bertha Staefe at 2:04 pm, Sep 17, 2024

- \_\_\_\_\_ Completed Contract Review Form
- \_\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- \_\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, 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)
- \_\_\_\_\_ Release and Hold Harmless (If Applicable)

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department  <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>REVIEWED</b> By Bertha Staefe at 2:04 pm, Sep 17, 2024                 </div>	FLDOE 6A-1.012 (14) Information Technology - Direct Negotiation  <hr/> <hr/>
School Board Attorney JPS Review Date 9/17/2024	Wording in Red was added to SBCC Independent Contractor Service Agreement Approved.  <hr/>
Other Dept. as Necessary  Review Date	<hr/> <hr/>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<div style="border: 1px solid black; padding: 10px; display: inline-block;"> <b>APPROVED</b> By Elaine at 9:03 am, Sep 18, 2024                 </div>

# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4



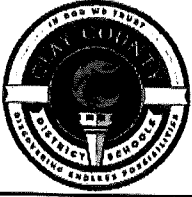
**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.  
Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)  
The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:  
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.  
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC" and "District"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Dex Imaging, LLC (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 5100 W. Cypress Street, Tampa, Florida 33607.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to all District Schools/Departments,

WHEREAS, Florida Administrative Code Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board." The foregoing rule contains a scrivener's error as the relevant statute defining "information technology" is Section 282.0041, Florida Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, 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. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.
7. Employment and performing work relative to the Agreement by the CONTRACTOR, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, CONTRACTOR agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if CONTRACTOR does not comply with this provision.
8. Unless otherwise specified, CONTRACTOR will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from the District. CONTRACTOR shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.
9. All employees and/or sub-contractors of the CONTRACTOR shall be considered to be at all times the sole employees and responsibility of CONTRACTOR under their sole direction and not an employee or agent of SBCC. The CONTRACTOR shall supply competent employees and/or sub-contractors and the SBCC may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on School Board property is not in the best interest of the SBCC. Each employee/sub-contractor of the contractor shall have and wear proper identification while on School Board property and are required to sign in and out at the main office or other designated place upon arrival and when leaving the job site, if applicable. Workmen using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios or other audio items are not to be used and Smoking is prohibited on School Board property.
10. The contractor shall, at their own expense, whenever necessary or required, safeguard all of their tools, equipment, signs and maintain barricades, maintain lights, and take other such precautions to protect life and property, and shall be liable for all damages incurred by way of their actions or neglect of that of their employees. The SBCC assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any SBCC property. Contractor shall conduct their work so as to interfere as little as possible with the operation of the School/Facility. Contractor shall be responsible to ensure frequent pick-up of all refuse, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. Until acceptance of the work by the SBCC Representative(s), the project shall be under the charge and care of the Contractor and the Contractor shall take every precaution against injury or damage to School Board property. In the event such injury or damage has occurred, the Contractor shall rebuild, repair or make good at their expense, while at the job site, and prior to SBCC Representative(s) acceptance. Follow up or call back work, to correct recent work, SHALL NOT be charged to the SBCC if the work is the result of the Contractors negligence.

11. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
  - a. 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.
  - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) as listed in Attachment A.
  - c. The District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.
  - d. 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.
12. 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.
13. 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.
14. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
15. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
16. 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.
17. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
18. 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.
19. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
20. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
21. 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.

22. 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.

23. 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.

24. The CONTRACTOR by submission and signature of this Agreement, certifies that CONTRACTOR is in compliance with requirements of the following State laws:
- 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.
  - A company is ineligible to contract with an agency or local government entity for goods or services of any amount if, at the time of entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria pursuant to Florida Statute 287.135, 215.4725, 215.473.

25. 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

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)

29. **Government Funding:** 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 Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations 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, 4.
- 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.
30. All communication and/or notices, approvals, claims, consents, termination, demands, requests, or other communications between the parties shall be in writing. Communication shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate below. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, electronic mail or other electronic means or 5 days after mailing, whichever occurs first

CONTRACTOR'S Representative with SBCC is: David Shaver  
Mailing Address: 5100 W. Cypress St., Tampa, FL 33609  
Phone #: 9813-915-1300 Email Address: davids@tonertype.com

SBCC'S Representative with CONTRACTOR is: Richard Perkins, Director of Information and Network Services  
Mailing Address: 900 Walnut Street, Green Cove Springs, FL 32043  
Phone #: 904-336-9600 Email Address: richard.perkins@myoneclay.net

31. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the CONTRACTOR is duly and fully authorized to execute this Agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR to each and every condition and covenant of the Agreement.
32. **ENTIRE AGREEMENT:** This Agreement, Attachments, and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein. This Agreement, Attachments, and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. CONTRACTOR and SBCC shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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**In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.**

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

By: Ashley Gilhousen

Print Name: Ashley Gilhousen

Title: School Board Chair

Date: 10/3/2024

**CONTRACTOR**

By: David T. Shaver

Print Name: David T. Shaver

Title: Manager

Date: 9/17/2024

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.

26. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
27. 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.
28. 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:
  - a. 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.
  - b. 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.
  - c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - d. 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 with the SBCC’s information technology systems.
  - e. 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 119.071(5)(a)2 and 3, Florida Statutes):
    - a) 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. § 119.071(5)(a)6]
    - b) Vendors/Consultants 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. § 119.071(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**



## Attachment A

### SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

**Rental Printers / Managed Print Services (MPS)** shall include but not limited to:

- **Assessment and Inventory:** Conduct a comprehensive assessment of the District's current printing infrastructure, including printers, consumables, and usage patterns.
- **Printer Optimization:** Recommend and implement a tailored solution that aligns with the District's specific needs and budget. This may include the acquisition of new printers or the optimization of existing ones.
- **Managed Print Services:** Provide ongoing management and support for the printing infrastructure, including:
  - Printer maintenance and repair
  - Consumable management and replenishment
  - Remote monitoring and troubleshooting
  - Security and compliance measures
- **Cost Optimization:** Implement strategies to reduce printing costs, such as optimizing print settings, implementing usage policies, and negotiating favorable terms with suppliers.
- **Reporting and Analytics:** Provide regular reports on printing activity, costs, and environmental impact to help the client make informed decisions.

**Attachment A-1: Platinum Plus Rental Program.**

**Attachment A-2 – Itemized Price List**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Attachments, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Attachment specifically states that it shall prevail.

2. **Term:**

The initial contract period of this Agreement shall be for two (2) years effective on **October 22, 2024** and continue until **October 21, 2026**, unless earlier terminated as set forth in Agreement. The SBCC reserves the right to renew this Agreement for three (3) additional one (1) year contract periods upon mutual agreement, in writing. District will provide at least 30 days written notice before the expiration of the initial term, or 30 days before the end of any renewal term, of District's intention to renew or return the equipment

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A-1, at the fixed fees listed in Attachment A-2 Itemized Price List. These prices are fixed for the initial two (2) year contract period. When applicable and justified, renewal pricing may be negotiated upon written request a minimum of ninety (90) days prior to the renewal date. The SBCC reserves the right to hold initial fixed fees for any and all renewal periods.

The total compensation under this agreement shall not exceed \$304,000.00 Annually.

## Attachment A-1

### SCOPE OF SERVICES AND/OR PRODUCTS

#### Platinum Plus Rental Program - Contract Specifics

1. Contractor shall provide Contractor owned networkable printers, all parts, labor, delivery, and supplies to include toner for each printer throughout the District on an as needed basis. Printers and/or locations may be added, deleted, or modified at the sole discretion of the District.

2. Printers shall have a guaranteed “up-time” of at least ninety-five (95) percent. If an awarded printer model is discontinued, the Contractor shall supply the replacement printer model at the same price per unit. The District reserves the right to add printer options during the contract period when agreeable by both parties.

The District has the option for a fleet replacement (partial or full), if requested.

3. Parts and supplies, including toner cartridges may be OEM, Non-OEM, or remanufactured but shall perform properly in accordance with manufacturer and industry standards. At their discretion, Contractor may have “spent” toner cartridges made available to them for recycling. District is not responsible for any parts related to normal wear and tear maintenance and repair of the printers.

4. Maintenance and service is necessary to ensure printers are in good operating condition and shall be in accordance with all manufacturers’ guidelines, including replacement of parts which have broken or work throughout normal use. District personnel shall not be required to perform any maintenance/service. Maintenance/service shall be provided during District normal business hours unless authorized by the District. Contractor shall supply a local or toll-free telephone number, which shall be made available to all schools and departments in order to facilitate their service and supply needs. Service calls shall be responded to within eight (8) working hours after notification unless the school/department office hours prohibit. If a printer will be out of service for more than eight (8) working hours, Contractor shall be requested to supply a loaner printer, with comparable features, at no additional cost. A service call history log shall be kept on each printer and maintained by the Contractor. At a minimum, service history log shall include: date, printer page count, and nature of repair/service visit. Upon request, all pertinent service records shall be made available to District representatives.

The District will make effort to ensure printers fit the intended application and are related to the average quarterly print volume produced at the site. Should the Contractor or the District become aware of a site where the printer is being regularly overused, the Contractor may recommend an upgrade of the equipment. There shall be mutual agreement between the Contractor and District as to which equipment shall serve as the replacement. Spare printers may be housed at a single or multiple District designated locations for management and distribution as needed by the District.

5. Prints made during the month shall be billed at the contracted cost per print rate with the print reading taking place on approximately the last working day of that month. It shall be the Contractor’s responsibility to obtain monthly print readings by means of remote management. Billing shall be adjusted for prints deemed unacceptable due to printer or supply malfunctions. The number of unacceptable prints shall be agreed upon and verified by a Contractor representative and District representatives. Contractor shall provide a Monthly Summary Statement to the District in a sortable and downloadable format inside of a billing portal that is agreed upon by both parties. Digital format shall include school/department identification with building and room number, printer identification, printer model, beginning and ending print count, number of prints billed, and date counts were taken.

In an attempt to capture printers that are not attached to the network, any printer that registers a zero (0) or minimal usage shall be highlighted and noted on monthly billing.

6. Contractor representatives will work with Information Technology to determine the number of current rental printers to be replaced based on a life count greater than 200K pages.

7. Contractor will maintain ownership of Contractor provided printer, toner cartridge inventory and all parts.
8. Contractor will provide parts and labor for break fix repair with next day response time to printers.
9. District owned B/W printers in good working condition may be added to the contract upon notice to Contractor at the rate of \$.0085 per page. District owned equipment remains the property of District.
10. Contractor will provide all supplies/consumables for printers.
11. Contractor will provide a printer loaner/hot swap program providing up to 5 Contractor owned spare printers.
12. All Contractor owned printers will be recorded and a label will be affixed to the printer that represents the printer is on contract and covered by the agreement and property of Contractor.
13. At the end of the Term, the District may execute a Contractor owned printer buyout of \$299 per printer.
14. Lost, damaged or missing Contractor owned printers will be billed with the purchase price of \$499.00.
15. Contractor will provide Managed Print monitoring software with toner low auto-fulfillment.
16. District facilities will provide monthly page counts for non-reporting Printers.

**Exclusions:**

1. Equipment not covered in the agreement between the facility and Contractor.
2. Repairs or replacement parts necessitated by unauthorized maintenance services or user damage.
3. Repairs or replacement parts necessitated by fire, flood, or any other act of nature.
  - a. Upon providing an estimate for the repair, District will have the option to repair or replace the printer. Prior to repairing, Contractor will provide a quote that has a set rate for parts at a cost plus 17% and a flat labor rate of \$85.00. If the District determines it is in its best interest to replace the damaged printer, the replacement cost is based on the value described under missing or lost printers.

**SCOPE OF COVERAGE:**

This agreement covers both labor, delivery, and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or a cause beyond Contractor's control (including acts of God or natural disasters) is not covered. In addition, Contractor may terminate this agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed or authorized by Contractor, or if parts, accessories, or components not authorized by Contractor are fitted to the equipment.

**1. BUSINESS HOURS FOR SERVICE:**

Maintenance services shall be provided during District's normal business hours, which shall consist of 8:00 to 3:00 PM, Monday through Friday, excluding District holidays.

**2. EXTENT OF LABOR SERVICES, REPAIR AND REPLACEMENT PARTS:**

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary for the normal operation of the equipment will be furnished free of charge. If the equipment is interfaced to a computer or computer network, this agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the agreement. In some instances, computer support can be offered on a per call basis.

### 3. CUSTOMER METER READING AND REPORTING OBLIGATIONS:

District agrees to provide Contractor with accurate and timely meter readings at the end of each applicable billing period using Patrol Monitoring Software during the Initial Term and all subsequent Renewal Terms. If a Contractor Blue Box is installed, it must be returned upon termination of this Agreement, or the District will be billed \$125.00. If District does not allow the use of Patrol Monitoring Software, then District is responsible for the manual reporting of meters on a timely basis.

#### \* Platinum Contract Only:

All equipment delivered by Contractor remains the property of Contractor. Upon termination of this agreement, printers owned by Contractor must be purchased by District within 30 days at a mutually agreed upon price; or District must make alternate arrangements and allow Contractor to take possession of its printers within 60 days. Any printers owned by Contractor which are not returned will be billed to the District at replacement value.

### 4. CHARGES:

The charge for maintenance under this agreement shall be the amount set forth on Attachment A-2. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal if agreed upon in writing by both parties. A copy/print is 8.5 x 11.

### 5. CUSTOMER CHANGES:

Any District changes, alterations, attachments, or print coverage of more than 8% may require a change in the charges set forth herein. Contractor also reserves the right to terminate this agreement if it shall determine that such changes, alterations, or attachments make it impractical for Contractor to continue to service the equipment.

### 6. RECONDITIONING:

When at its sole discretion, Contractor determines a shop reconditioning is necessary to keep the equipment within manufacturer's written specifications, Contractor will submit to the District an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable above for the maintenance agreement. If the District does not authorize such reconditioning, Contractor may discontinue service of the equipment under this agreement or may refuse to renew this agreement at the renewal anniversary date. Thereafter service will be on a "per call" basis at the current published rates. Reconditioning does not apply to Platinum Contracts.

### 7. AVAILABILITY OF SUPPLIES:

Contractor Customer Service Engineers do not carry or deliver consumable supplies (toner, developer, etc.) unless specified. It is the District's responsibility to have the necessary supplies available for use as provided by the Contractor.

### 8. POWER REQUIREMENTS:

Equipment under this agreement must have an approved surge protector/power filter. District agrees to provide the power recommended by the equipment manufacturer. District understands that service or parts required because of improper power, telephone lines, or computer cabling not supplied may not be covered under this agreement.

### 9. BREACH OR DEFAULT:

If the District does not pay all charges for maintenance, parts, or supplies as provided hereunder, per Section 10 of this Agreement: (1) Contractor may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the District for early termination charges in accordance with the termination paragraph.

If District uses other than Contractor's supplies, and such supplies are determined to be defective or not acceptable by Contractor and/or cause abnormally frequent service calls or service problems, then Contractor may at its option, terminate this agreement. In that event, District may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the District uses only Contractor supplied materials.

### 10. NO WARRANTY:

Other than the obligations set forth herein, Contractor **DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PRINT COUNTS SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR**

CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

11. RETURN OF CONSUMABLES:

In a cost per impression contract, all unused consumable items remain the property of Contractor. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to Contractor.

12. CONCLUSION OF AGREEMENT; TERMINATION; RETURN:

At the conclusion of this Agreement there shall be a phase-in/phase-out period between the current Contractor of this Agreement and the future Contractor under a new Agreement. All installations and removals shall be coordinated between School Board Representative(s), the current Contractor and future Contractor during the four (4) month phase-in/phase-out period. The current Contractor shall not remove any equipment until the SBCC notifies them that the future Contractor has equipment ready to install. All terms and conditions shall remain the same during this phase-in/phase-out period. Downtime between removal and replacement of any given unit shall not exceed twenty-five hours. Liquidated damage compensation amount shall be based on reasonable alternative printing costs. This amount shall not exceed one minimum quarterly amount for every twenty-four (24) hour period per machine, per location.

The District will provide at least 30 days written notice before the expiration of the initial term, or 30 days before the end of any renewal term, of the District's intention to return the equipment. With proper notice, District may return all the equipment in good working condition, except for ordinary wear and tear, at the District's cost, to a Contractor designated location that is within 120 miles of the District's address. If the District fails to notify Contractor, or if the District notifies Contractor but does not return the equipment as provided in District's notice, this Agreement will continue on a month-to-month basis, at the prices then in effect, until proper notice is given at least 30 days prior to the beginning of the following month. District will pay for all outstanding payments and expenses of de-installing, crating, shipping, and insuring the equipment for its full replacement value during shipping.

13. TITLE:

Contractor will hold title to the equipment, however, during the term District will keep the equipment free of all liens and encumbrances and grant Contractor a security interest in the equipment and all proceeds thereof. District authorizes the Contractor to file a financing statement.

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Attachment A-2

**SCOPE OF SERVICES AND/OR PRODUCTS**

**ITEMIZED PRICE LIST**

<b><u>Item</u></b>	<b><u>Rental Printers / Managed Print Services (MPS)</u></b>	<b><u>Prices</u></b>
<b>Rental Printers / Multifunctional Printers installed after 11/1/2024:</b>		
<b>Black/White Printer (B/W)</b>		
1	HP B/W LaserJet Printer - E50145dn or Similar	\$0.0115 per page
2	Extra Paper Tray	\$0.0035 per page
<b>Color Printer (CLR)</b>		
3	HP CLR LaserJet Printer - E45028dn or Similar	\$0.015 (monochrome) \$0.10 per page (color)
<b>Multifunctional Printer (MF)</b>		
4	HP B/W LaserJet MF Printer - E42540 or Similar	\$0.035 per page (monochrome)
5	HP CLR LaserJet MF Printer - E47528 or Similar	\$0.035 per page (monochrome) \$0.15 per page (color)
<b>Rental Printers / Multifunctional Printers installed prior to 10/31/2024:</b>		
<b>Black/White Printer (B/W)</b>		
6	B/W Printer	\$0.0085 per page
7	Extra Paper Tray	\$0.0025 per page
<b>Color Printer (CLR)</b>		
8	CLR Printer	\$0.025 per page
<b>Multifunctional Printer (MF)</b>		
9	B/W MF Printer	\$0.025 per page
10	CLR MF Printer	\$0.025 per page

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: Dex Imaging

Signature of Authorized Representative: David Shaver

Printed Name of Authorized Representative: David Shaver

Title of Authorized Representative: manager

Date: 9/17/2024

## 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.

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**RECORDS ACCESS AND RETENTION**

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Records Access (34 CFR 80.36 (l)(10): All vendors, contracts 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.

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**RECOVERED MATERIALS**

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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: Dex Imaging

Signature of Authorized Representative: David Sherr

Print Name of Authorized Representative: David Sherr

**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: Dex Imaging

David Shaver  
Printed Name

Morgan  
Title of Authorized Representative

Signature: [Signature]

Date: 9/17/2024

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, Florida Stat. as follows:

**Preference to businesses with drug-free workplace programs** - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Dex Imaging

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

David Sharr  
(Printed Name)

David Sharr  
(Signature)

Manager  
(Title)

9/17/2024  
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)  
County of CLAY)

My name is (INSERT NAME David Sharr). 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 Dex Imaging) 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 Dex Imaging) 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 shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Dex Imaging

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

David Sharr  
(Printed Name)

David Sharr  
(Signature)

Manager  
(Title)

9/17/2024  
(Date)

Exhibit # 2 (e)

**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.

Contractor must disclose the names of any employees who are employed by Contractor 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 Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

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

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

  
Signature

  
Company Name

Exhibit # 2 (f)

**STATE OF FLORIDA REQUIRED AFFIDAVITS**

**FOREIGN COUNTRY OF CONCERN ATTESTATION**

Form must be completed by an officer or representative of an entity submitting a bid, proposal, reply to, entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have definitions ascribed in Rule 60A-1.020, F.A.C.

(INSERT NAME OF COMPANY Dex Imaging) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: DAVID SHAVER Title: Manager

Signature: [Signature] Date: 9/17/2024

FL DMS PUR 1355 10/23

**VENDOR AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES**

Vendor Name: Dex Imaging

Address: 5109 W. Lemon St. Tampa, FL 33609

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Levy County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

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

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Printed Name: David Shaver Title: Manager

Phone Number: 813-288-8080 Email Address: david.shaver@deximaging.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/19/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER Aon Risk Services, Inc of Florida 4010 W. Boy Scout Boulevard Suite 200 Tampa FL 33607 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED DEX Imaging, LLC 5109 W Lemon Street Tampa FL 33609 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	NAIC #
	INSURER B: Federal Insurance Company	20281 A++
	INSURER C: American Zurich Ins Co	40142 A+
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

**COVERAGES                                      CERTIFICATE NUMBER: 570108176194                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO698659700	06/06/2024	06/06/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 6955146 - 00	06/06/2024	06/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			56722756	06/06/2024	06/06/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC698659900	06/06/2024	06/06/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570108176194

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
School district of Clay County is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

<b>CERTIFICATE HOLDER</b>  <input checked="" type="checkbox"/> School District of Clay County 900 Walnut St. Green Cove Springs FL 32043 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Inc. of Florida</i>
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