

REQUEST FOR QUALIFICATION  
In accordance with the  
CONSULTANT'S COMPETITIVE NEGOTIATION ACT  
SCHOOL BOARD OF HAMILTON COUNTY  
BUSINESS DEPARTMENT  
4280 SW COUNTY ROAD 152  
JASPER, FLORIDA 32052

The School Board of Hamilton County, Jasper, Florida solicits your company to submit a proposal on our **RFQ #2009-01 Architectural Consultant Services – Continuing Contract.** This submission is in accordance with the Florida Statute 287.055 relating to the Consultant's Competitive Negotiation Act. This is a qualification based selection process and pricing is not requested nor considered and shall not be submitted at this time.

All terms and conditions below are a part of this request for qualification and no proposals will be accepted unless all conditions have been complied with. Rights are reserved by the School Board of Hamilton County to accept or reject any and all proposals and to waive all technicalities and award in the best interest of the Board. The bid, request for qualification, or invitation to negotiate with the vendor's signature will constitute an offer to sell to the Board under the stated terms and conditions. A sample contract is attached (Attachment B) for your review of general terms and conditions. A final contract will be developed after negotiations.

All prospective proposers are hereby cautioned not to contact any Board member or employee of the School Board of Hamilton County nor attempt to persuade or promote through other channels. All requests for additional information must be submitted in accordance with instructions contained in this Request for Proposal. Failure to comply with these procedures shall be cause for disqualification of firm's Submittal.

INSTRUCTIONS TO VENDOR:

1. All proposals shall be filed in the Purchasing Department of the Hamilton County School Board, 4280 SW County Road 152, Jasper, Florida 32052, prior to **2:00 PM, local time,** and clearly marked **"RFQ #2009-01 to be opened February 9, 2010"**. Proposals will be recorded as received at this time. Proposals received after this time will not be considered. All proposals shall be submitted, in a sealed package or envelope, and all required documents submitted at that time. Faxed or e-mailed proposals will not be accepted. From the notice of publication until 72 hours after the posting of the recommendation of award only the Purchasing Department should be contacted concerning any questions concerning this RFP. No other employee, officer, staff or agent of the School Board should be contacted during this period. All questions/concerns shall be directed, in writing, to:

Bonnie Penner, Director of Business Services  
E-mail: [bonnie.penner@firm.edu](mailto:bonnie.penner@firm.edu)  
Fax: 386-792-6510  
Address: 4280 SW County Rd 152  
Jasper, FL 32052

All other forms included in the request must be completed and submitted with the proposal.

2. Recommended awards will be posted for review by interested parties on or about February 17, 2010 and will remain posted for a period of 72 hours in the Purchasing Department located at 4280 SW County Road 152, Jasper, Florida and on our website <http://Hamiltonfl.com>. Since this information is available as outlined above, the Purchasing department will not mail or fax recommendation of award notices to all bidders. Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is affected adversely by the decision or intended decision shall file with the Board a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals (but no later than the time when the bids or responses must be received in order to be considered), and the formal written protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturdays, Sundays, or holidays. The word "holiday" shall mean any weekday on which the School Board's Administrative offices are closed. Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School Board of Hamilton County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Upon receipt of the formal written protest and protest bond which has been timely filed, the district shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final district action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building

or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, professional, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. Public Entity Crimes Disclosure: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, professional, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
5. Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, to solicit or secure this RFQ and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for proposer, any fee, commission, percentage, gift or any other consideration contingent upon, or resulting, from the award of making of this RFQ.
6. Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFQ award, the bidder agrees to Indemnify and Hold Harmless the School Board as provided in the Agreement attached hereto and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of their proposal.
7. For proposals to be considered, proposers shall have any and all licenses and permits required by Federal, State and Local Governments and those requested within this RFQ.
8. The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. A separate invoice must be received for each purchase order number.
9. Bidders unable to submit a bid or rfq are requested to complete Attachment H No Bid Response Form and return to the Director of Business Services of the Hamilton County School Board, 4280 SW County Road 152, Jasper, FL 32052.

## SPECIAL TERMS AND CONDITIONS

### INTRODUCTION AND BACKGROUND:

It is the intent of the HCSB to select a qualified firm or firms all in accordance with the Consultant's Competitive Negotiations Act, F.S. 287.055 to provide Architectural Consultant Services for small projects costing less than \$2,000,000. It is anticipated that the School Board will award a Master Contract for twelve (12) months with two (2) one-year renewal options. Work orders for specific projects will be issued as needed.

Submittal Requirements – Applicant must be a licensed Architect in the State of Florida at the time of application. Further, if a corporation, the applicant must be registered by the Department of State, Division of Corporations, to operate in the State of Florida at the time of submittal.

### KEY EVENTS AND DATES:

January 26, 2010	Deadline for Questions @ 2:00 PM
January 29, 2010	Last date for addendums
February 2, 2010	Proposals due @ 2:00 PM
February 16, 2010	Evaluate proposals and make short-list selection
February 23-24, 2010	Presentations and final ranking of short-listed proposers, if needed.
March 1, 2010	Posting of Committee Short-List Recommendation
March 8, 2010	RFQ Short-List Recommendation to Board for Approval
TBD	Negotiations
TBD	Contract Award

### AWARD METHOD:

A contract may be awarded to the responsive and responsible qualified proposer(s) who achieves the highest point score through the proposal evaluation process as outlined later in this document under the Method of Evaluation section. HCSB reserves the right to negotiate with the highest ranked proposer(s) regarding proposal scope, quality, price, and any other issues it considers relevant to successful performance of the services. If an agreement cannot be reached with the highest ranked proposer, HCSB reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

### CONTRACT PERIOD:

The term of this contract shall be for an initial one year period with the option to renew for two additional one year periods upon the mutual consent of both parties. Any renewal will be in writing and signed by both parties.

### ACCEPTANCE OF VENDOR RESPONSES:

The District reserves the right to accept or reject proposals and to accept or reject portions of a proposal based upon the information requested. Vendors may be excluded from further consideration for

failure to fully comply with the requirements of this RFQ solely at the District's discretion.

**METHOD OF EVALUATION:**

An Evaluation Committee, using an Evaluation Form shown in Attachment A, will evaluate the proposals received. Each Committee member will independently score each proposal using a predetermined point system following the set of evaluation criteria listed in Attachment A. Each Committee member's proposal scores will be ranked with the firm receiving the highest score also receiving the highest # of composite points(i.e. if 10 firms submitted proposals, the highest scored firm would receive 10 composite points, the second highest would receive 9 composite points, etc...). These composite points will then be added together and the proposals with the highest overall composite points will be placed on a short-list.

The short-listed respondents may be invited to make an oral presentation to further explain their proposal. If this is required, the Committee members will assign each presentation one, two, or three points (three being the highest), unless more than three are chosen then the number chosen will correspond to the points, to indicate their ranking. These points will be added together to determine the Committee's final, ranked, short-list.

**NON-EXCLUSIVE AGREEMENT:**

This RFQ does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

- The right to use others to perform work and services described in this RFP;
- The right to request proposals from other Vendors for work described in the RFP; and
- The unrestricted right to bid any work or services described herein.

**QUALIFICATIONS OF VENDORS:**

The District expressly reserves the right to accept or reject any and all proposals if it is in the best interest of the District to do so.

**AMENDMENT & CANCELLATION:**

The District reserves the right to cancel, recall, and/or reissue all, or any part, of this RFQ, at anytime.

**WITHDRAWAL:**

By written request to the Purchasing Department, vendor may withdraw from the RFQ process at any time before the closing date for the receipt of proposals.

**CONFIDENTIALITY OF INFORMATION:**

The district reserves the right to retain all copies of vendor proposals submitted in response to this Request for Qualifications. You are hereby notified that under FS 119.07, ("Florida's Sunshine Law") proposals submitted in response to this solicitation cannot be granted immunity from public scrutiny. All information submitted

must be made available to the public for examination, if so requested. Vendor requests to hold certain submitted materials in confidence cannot be honored. If it is essential to your organization that certain materials are kept confidential, and they are a required element of this Request for Qualification, it is recommended that you decline to respond to this solicitation.

PROPOSAL  
PREPARATION  
COSTS:

The costs of developing proposals are entirely the responsibility of the vendor, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of vendor personnel assigned to prepare vendor's response to the RFQ and any out-of-pocket expense (including, but not limited to, travel, accommodation, supplies) incurred by vendor in preparing the response to the RFQ.

SUPPLEMENTAL  
MATERIALS:

Proposals shall meet the requirements and conform to the format prescribed in this RFQ. As additions to this required format, vendor is permitted to submit supplemental materials to the base proposal when vendor determines a need to more fully explain aspects of vendor's solution, applications, or services. Any such additions must be explicitly identified.

SOLICITATION OF  
DISTRICT  
EMPLOYEES:

The District expressly prohibits vendors from making any offer of employment, equivalent offer, or any other offering of value to any Board Member or employee of the district.

PRESS RELEASES  
& PUBLICITY:

No announcements or news releases pertaining to vendor's participation in this RFQ, the selection of proposal or award of contract shall be made by vendor, its representatives, or agents until a final award has been made by the District.

PRIME  
CONTRACTOR  
RESPONSIBILITIES

The District will consider the selected vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

:  
ASSIGNMENT OF  
CONTRACT:

The final contract to be awarded and any amounts to be paid thereunder shall not be transferred, pledged, or assigned without the prior written approval of the district.

SUB-  
CONTRACTORS:

Vendor must describe in the proposal, all responsibilities that vendor anticipates assigning or subcontracting, identify the subcontractor and also describe how vendor will manage these subcontractors.

PROPOSAL  
CONTENT &  
SUBMITTAL:

Ten (10) complete copies (1 original and 9 copies) of the proposal shall be submitted by respondents. The original proposal response shall be unbound in a format made ready for photocopying for ease of reproduction by the District. Each proposal shall include all information and submittals requested in this RFQ. Incomplete proposals may be declared non-responsive.

PROPOSAL ORGANIZATION:

Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this RFQ. Responses should be correlated to the specific Submittal, Criterion, Section or Page Number of the RFQ being addressed. Evaluation Committee members will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

ATTACHMENTS:

- Attachment A: Proposal Evaluation Form
- Attachment B: Sample Agreement (Final agreement to be developed after negotiations with selected proposer.)
- Attachment C: Public Entity Crimes Affidavit
- Attachment D: Non-Collusion Affidavit
- Attachment E: Federal Debarment Form
- Attachment F: Contract Acceptance Form
- Attachment G: Conflict of Interest Form
- Attachment H: No Bid Response Form

RESPONSE INSTRUCTIONS:

This section outlines the requirements that the proposer is requested to address in order to comply with this RFQ. It is important that the format is followed as presented here. Priorities will be used to weight responses to determine overall applicability; therefore it is very important that we receive responses to all requirements. The District reserves the right to change the priority of requirements.

All proposals must be typewritten on 8½” x 11” paper and contain a table of contents delineating responses to each section. Proposals must be organized and indexed in the format identified herein. Each section must contain all items in the sequence identified. An authorized official must sign proposals. Please provide:

1. A total of 10 hard copies of the proposal response in the format outlined.
2. The original proposal response shall be unbound in a format made ready for photocopying for ease of reproduction by the District.

RESPONSE FORMAT:

General Selection Criteria will be as required by law and will include:

1. Professional Qualifications of Firm and specific individuals to be assigned to the Project (include resumes).

Form SF254 or SF 330 must be included in all submittals.

2. Past performance in similar activities. List of all projects, with references, of similar nature within the past three years. Title and brief description of each project to include: (at least three per year)
  - Client (contact person, address, and telephone number)
  - Year Completed
  - Nature of Work involved in each Project
  - Total Cost
3. Current and near future workload. (Ability to perform in a timely fashion).
4. Proof of licensing in accordance with Florida Statutes indicating registration with the State of Florida and licensing by the State of Florida within the professional qualifications required within the RFQ.
5. Any additional data pertinent to project regarding Firm's capability. (Please limit to two pages.)
6. Completed location information. Attachment A.
7. Completed Public Entity Crimes Affidavit. Attachment C.
8. Completed Non-Collusion Affidavit. Attachment D.
9. Completed Federal Debarment Form. Attachment E.
10. Statement indicating acceptance of, or proposed deviations to, standard School Board contract terms as demonstrated in Attachment F.
11. Disclosure of any potential Conflict of Interest due to any other clients, contracts or property interests for this project only. Include a notarized statement certifying that no member of your firm ownership, management, or staff has vested interest in any aspect of or department of the School Board of Hamilton County. Attachment G.
12. If claiming Minority status, provide the appropriate State issued certificate.

Submittals must follow the format as outlined above or they may not be considered. The Selection Committee will review all submittals received on time using the criteria listed above and will determine a "short-list" of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services. If the Selection Committee deems necessary, it will receive presentations or conduct phone interviews before determining the final ranking order of the

“short-list”. Firms will be notified in writing as to whether they have been selected for interview within approximately two weeks after submittal date. Notices for interview will contain explicit directions. Subsequently, firms will be notified in writing as to “short listing”.

All prospective professionals are hereby cautioned not to contact any Board member of the School Board of Hamilton County or any member of the Selection Committee nor to attempt to persuade or promote through other channels. All contacts must be channeled through the Purchasing Department. Failure to comply with these procedures shall be cause for disqualification of firm’s Submittal.

District also expects the awarded contractor to display the following qualities:

- A serious and rigorous commitment to safety practices.
- A detailed understanding of District’s needs.
- Strong work management capabilities.
- Forward-looking expertise and a commitment to bringing in new technologies and processes.
- Adherence to all Federal, State and Local policies, practices and regulatory requirements.

DISTRICT  
POLICIES AND  
GENERAL  
REQUIREMENTS:

The policies set forth below are Terms and Conditions defined in the District’s Services Agreement. The Professional should be aware that District will have the same expectations of contracted workers as regular District employees when they are assigned to work at District owned locations. Violation of these policies, or others in the contract, may be grounds for termination.

1. Authorized Access – A name badge is required to enter District buildings.
2. Certification Service – The Professional shall be required to ensure that its employees and subcontractors performing work at the Offices are properly certified and eligible to work in the United States.
3. District is committed to maintaining a safe and drug-free work environment. The Professional shall be responsible for ensuring that its employees and work areas remain drug free through the performance of their duties at the Offices.
4. Safety – Safety is a top priority at District. District believes that “safety first” standards throughout the company is critical to minimizing risks and maximizing resources. The Professional shall be responsible for knowing and complying with District’s safety, security and emergency policies and procedures. Professional employees and subcontractors shall also become

familiar with and adhere to District's safety policies while on District property.

5. Environmental Compliance – The Professional shall provide a list of all chemicals used in the performance of the contract to the Offices point of contact prior to use. All chemicals shall be used in compliance with all applicable Federal, State, and Local laws. The Professional and its personnel shall demonstrate their understanding of these laws and must document compliance procedures. The Professional shall be responsible for maintaining all Material Safety Data Sheets (MSDS) for all chemicals used in performance of this contract and have copies of such documents on the premises.
6. Energy Conservation – District actively seeks to minimize energy usage, both to meet facilities cost reduction targets and in keeping with its environmental objectives. The Professional's processes and procedures shall assist District in achieving these goals.
7. Compliance with Laws – The Professional must comply with all applicable laws, rules, and regulations of Federal, State, and local governments, including OSHA, equal opportunity laws, and environmental laws. Failure to comply with laws may result in the termination of the contract. The Professional shall immediately correct any work, and replace any material, which does not comply with such laws, rules and regulations at its own expense.
8. Subcontractors – Prior to subcontracting any of the Services, the Professional shall notify District of the proposed subcontract and shall obtain District's approval in writing of such subcontract. Prior to amending, modifying or otherwise supplementing any subcontract relating to the Services, the Professional shall notify District of the proposed amendment, modification or supplement and shall obtain District's approval in writing. If requested by District, Professional's Subcontractor will be required to submit to a security site visit prior to final written approval from District.

No subcontracting shall release the Professional from its responsibility for its obligations under this Agreement. The Professional shall be responsible for the work and activities of each of its Agents, including compliance with the terms of this Agreement. The Professional shall be responsible for all payments to its subcontractors.

The Professional shall promptly pay for all services, materials, equipment and labor used by the Professional in providing the

Services and the Professional shall keep District's premises free of all liens.

QUESTIONS:

Clarification of any language in the RFQ may be obtained by fax, email or US mail. Verbal discussion of items in the RFQ with District personnel is not to be construed as changing any of the Request For Qualification requirements. Any additional information or addendums will be posted on the Hamilton County Schools Purchasing website at <http://www.Hamiltonfl.com>. All questions/concerns shall be received by no later than **2:00 PM, local time, Tuesday, January 26, 2010**, and be directed, in writing, to:

Bonnie Penner, Director of Business Services

E-mail: [bonnie.penner@firn.edu](mailto:bonnie.penner@firn.edu)

Fax: 386-792-3900

Address: 4280 SW County Road 152  
Jasper, FL 32052

ATTACHMENT A  
EVALUATION FORM  
Request for Qualifications  
Rating Sheet

RFQ #2009-01 Architectural Consultant Services	Possible Points								
Each of the following areas receive 1 point if requirement is attached. If requirement is not attached, 0 points received.									
Specific Individuals Assigned	1								
SF254 or SF330 Included	1								
Minority Firm	1								
Proof of Licensing	1								
Conflict of Interest Statement	1								
Contract Acceptance Statement	1								
TOTAL	6								
Location* (See Location Table Below)	5								
Professional Qualifications	30								
Past Performance	34								
Current/Future Workload	25								
Total Rating Points:	94								
Grand Total	100								

Committee Member \_\_\_\_\_  
Date \_\_\_\_\_

LOCATION TABLE\*

In order to receive location points a proposing firm must have had an office established within the city limits they are claiming for one year or more, staffed with at least one full time employee during that time period. Indicate below the office where the majority of the work will be performed, including the address and number of years at that location and the number of full time staff. Mapquest will be utilized to assess distance.

Points	Distance from 4280 SW County Road 152 Jasper, FL 32052
5	If office is within Hamilton County Florida
4	0 – 75 miles
3	76-101 miles
2	102-127 miles
1	128-153 miles

Location of office where majority of work will be performed:

Address:

County:

Date office established: \_\_\_\_\_

Number of full time staff: \_\_\_\_\_

**ATTACHMENT B**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_ in the year 2008, between The School Board of Hamilton County, Florida, whose address is 4280 SW County Road 152, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and \_\_\_\_\_, Inc., whose address is \_\_\_\_\_, \_\_\_\_\_, Florida 3\_\_\_\_\_, (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services: The PROFESSIONAL shall perform the following services: SEE EXHIBIT "A", which is attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.
  
2. Insurance:
  - A. The PROFESSIONAL shall maintain throughout this Agreement the following insurance:
    - (i) Professional liability insurance in the amount of One Million Dollars (\$1,000,000);
    - (ii) Comprehensive General Liability insurance in the amount of One Million Dollars (\$1,000,000);
    - (iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the PROFESSIONAL, in an amount not less than five hundred thousand (\$500,000) combined single limit per occurrence for bodily injury and property damage; and
    - (iv) Workers' Compensation Insurance for all employees of the PROFESSIONAL as required by Florida Statutes.
  
  - B. "The School Board of Hamilton County, Florida and its members, officers and employees" shall be an additional named insured on all those coverages/policies listed above except Workers' Compensation Insurance and Professional Liability Insurance.
  
  - C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
  
  - D. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
    - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
  
    - (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

- E. Neither approval nor failure to disapprove the insurance furnished by the PROFESSIONAL to the School Board shall relieve the PROFESSIONAL of the PROFESSIONAL'S full responsibility to provide insurance as required under this Agreement.
- F. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.
- G. Unless otherwise notified, the certificate of insurance shall be delivered to:  
  
Hamilton County Schools  
Business Services Department  
4280 County Road 152  
Jasper, FL 32052
- H. The name and address of the Certificate Holder on the certificate of insurance must be:  
  
The School Board of Hamilton County, Florida  
4280 County Road 152  
Jasper, FL 32052
- I. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2, paragraph A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

3. Indemnification: The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.

If, however, this Agreement is a "construction contract" as defined in and encompassed by the provisions of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The PROFESSIONAL shall indemnify the SCHOOL BOARD and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable

attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to two million and 00/100 dollars (\$2,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the SCHOOL BOARD shall be limited to acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the SCHOOL BOARD, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the SCHOOL BOARD against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the SCHOOL BOARD, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

If the PROFESSIONAL is providing design professional services as provided in Florida Statutes § 725.08, then the following shall apply in place of the aforementioned indemnification provisions:

The PROFESSIONAL shall indemnify and hold harmless the SCHOOL BOARD, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of this Agreement.

4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the invoice.
7. Contingent Fees Prohibited: The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.
8. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "B", which are attached and incorporated by reference herein. No other costs or services shall be billed to the SCHOOL BOARD.
9. Ownership of Documents: All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such

sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

10. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
11. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
12. No Third Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
13. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
14. Term and Termination: The term of this Agreement shall be for an initial term, up through and including one (1) year. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon no less than fifteen (15) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for an additional two year periods upon the mutual written consent of both parties.
15. **Nonappropriation.** The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the SCHOOL BOARD to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the SCHOOL BOARD, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the SCHOOL BOARD anticipates using to pay its obligations hereunder, and the SCHOOL BOARD has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The SCHOOL BOARD may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:
  - (a) a nonappropriation has occurred, and
  - (b) the SCHOOL BOARD has provided the CONTRACTOR with written notice of termination not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation, the SCHOOL BOARD shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

16. Contact Person: The primary contact person under this Agreement for the PROFESSIONAL shall be \_\_\_\_\_. The primary contact person under this Agreement for the SCHOOL BOARD shall be Frederick Robinson, Coordinator of Maintenance.
17. Approval of Personnel: The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
18. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
19. Background Investigations: The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
20. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
21. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.
22. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
23. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
24. Notices:
  - a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:
 

SCHOOL BOARD: Superintendent  
4280 County Road 152  
Jasper, FL 32052

PROFESSIONAL: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 
- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
25. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

THE SCHOOL BOARD OF HAMILTON COUNTY,  
FLORIDA

By: \_\_\_\_\_  
Don Fenneman, Chairperson

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

Approved as to form:

\_\_\_\_\_  
School Board Attorney

Attest: \_\_\_\_\_  
Martha Butler., Superintendent

“PROFESSIONAL”

\_\_\_\_\_, INC.

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

Its: \_\_\_\_\_  
Corporate Officer

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

## EXHIBIT "A"

### SCOPE OF SERVICES

- I. Required Services: The PROFESSIONAL shall provide a licensed Architect and shall perform Consultant services for the SCHOOL BOARD, on an as-needed basis.
- II. Direction of PROFESSIONAL: The SCHOOL BOARD shall direct PROFESSIONAL in both the specific work to be performed by PROFESSIONAL and in the timelines governing each portion of the respective project or task. As the PROFESSIONAL is an Independent Contractor, the SCHOOL BOARD shall not control the means that the PROFESSIONAL employs to perform specific requested tasks.
- III. Miscellaneous Provisions:
  - A. The PROFESSIONAL represents and warrants unto the SCHOOL BOARD that no SCHOOL BOARD Member, officer, employee, agent or volunteer of the SCHOOL BOARD has any interest, either directly or indirectly, in the business of the PROFESSIONAL to be conducted herein.
  - B. The PROFESSIONAL agrees that no press releases, articles for professional journals, speeches or other kinds of publicity concerning the PROFESSIONALS services pursuant to this Agreement shall be released, made or generated by the PROFESSIONAL or his employees or agents without the SCHOOL BOARD's prior written consent.
  - C. The SCHOOL BOARD reserves the right to delete portions of the work to be performed by PROFESSIONAL pursuant to this Agreement and/or to perform portions itself as the SCHOOL BOARD may deem necessary.
  - D. The PROFESSIONAL shall ensure compliance with all applicable federal, state, and local rules, regulations, codes, and requirements including, but not limited to, the Americans with Disabilities Act and the Florida Building Code, and those promulgated by the St. Johns River Water Management District and the Department of Environmental Protection (DEP).

EXHIBIT "B"

COMPENSATION

- I. The SCHOOL BOARD shall compensate PROFESSIONAL for services rendered pursuant to the Rate Schedule below, provided that such services have either been specifically requested, in writing, by the SCHOOL BOARD or specifically authorized, in writing, by the SCHOOL BOARD.
- II. PROFESSIONAL shall ensure that all work performed, materials provided, and costs incurred by PROFESSIONAL pursuant to this Agreement are billed to the SCHOOL BOARD in accordance with the Rate Schedule below.
- III. PROFESSIONAL understands and agrees that the SCHOOL BOARD shall bear no responsibility for compensation to, or reimbursement of, PROFESSIONAL for any services rendered, costs incurred, or materials provided by PROFESSIONAL pursuant to this Agreement which are either not specifically requested or authorized by the SCHOOL BOARD, in writing, or which are not specifically set forth in the Rate Schedule below.

RATE SCHEDULE

IV. The School Board shall compensate Professional for services performed on specific requested tasks at the following rates:

A. Labor Category

1. To be Negotiated ..... \$

B. Non-Labor Category. The PROFESSIONAL shall provide the following deliverables to the SCHOOL BOARD at no additional cost on each applicable task/project performed by PROFESSIONAL pursuant to this AGREEMENT. Expenses for any additional documents provided will be reimbursed at actual costs, plus time for handling where appropriate.

- a. Three (3) sets of Blue Prints at Permit
- b. Three (3) sets of Blue Prints at Construction
- c. Complete set of Digital CAD files at 100%
- d. Sub Contractors .....At Cost
- e. Mileage: It is agreed that mileage for performance of the work expected throughout the contract period has been included in the rates above. However, the District recognizes that there may be special circumstances that arise where mileage requests may be appropriate. The professional may submit a request in writing for mileage within any proposal for work to be performed and it may be approved or disapproved at the discretion of the Owner. Mileage, if approved, would be paid at the rate in effect and approved by the Hamilton County School Board at the time of travel and calculated in accordance with standard Hamilton County School Board procedures.

C. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:

- (a) The date the task was performed;
- (b) identification, by name or initials, of the person performing the task;
- (c) a description, with reasonable particularity, of the task;

- (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
  - (e) the hourly rate applicable to the individual performing the task; and
  - (f) the fee being charged for the task.
- D. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited.

**ATTACHMENT C**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

to **Insert name of the public entity**

by **Insert individual's name and title**

for **Insert name of entity submitting sworn statement**

Whose business address is: \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or successor of a person convicted of a public entity crime or;
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
**(NOTARY PUBLIC)**

My Commission Expires: \_\_\_\_\_

PROJECT IDENTIFICATION: RFQ #2009-01 Architectural Consultant – Continuing Contract

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**Printed Name**

**Title**

## ATTACHMENT E

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled  Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,  without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

#### **Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

ATTACHMENT F  
Contract Acceptance Form

We submit the enclosed qualifications and agree to adhere to all terms and conditions set forth in the contract.

Company\_\_\_\_\_

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

\_\_\_\_\_

Type Name\_\_\_\_\_

Telephone #\_\_\_\_\_

Date\_\_\_\_\_

Fax #\_\_\_\_\_

E-Mail:\_\_\_\_\_

We accept the terms and conditions of the contract with the following exceptions:

Signature\_\_\_\_\_

ATTACHMENT G  
CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY THAT:

1. I, \_\_\_\_\_, am the (title) \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_, (firm name) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

Exceptions List \_\_\_\_\_

(Signature) \_\_\_\_\_

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**ATTACHMENT H**

**NO-BID RESPONSE FORM**

Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Type name: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_

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

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**NO BID:**

I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- Insufficient time to respond
- We do not offer the product or service requested
- Our schedule will not permit us to respond to this bid
- Keep our company on this bid list for future bids
- Remove our company name from this bid list for future bids
- Other (describe briefly) \_\_\_\_\_