

**CONTRACT FOR SERVICES**  
**between**  
**Hamilton County School District**  
**and**  
**Allied Instructional Services**

THIS AGREEMENT is made and entered into on August 8, 2023, by and between Allied Instructional Services, LLC, a Virginia company with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Hamilton County School District, with an address at 5683 U.S. Hwy 129 S, Suite 1, Jasper, FL, 32052 ("District").

1. **Integration:** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.
2. **Term:** This contract shall be effective on July 1, 2023 and shall continue in full force until June 30, 2024.
3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement Addendums A - D and AIS agrees to arrange for said services to be provided for District. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of its duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by District except as otherwise agreed by the parties.

District shall pay AIS as described in Addendums A - D within forty-five (45) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

AIS covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to AIS by the District for work performed by a subcontractor under the Agreement:

- a) pay any contractor for its proportionate share of the total payment received from the District attributable to the work under the Agreement performed by such subcontractor, or
- b) notify the District and the contractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

AIS agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the District being required to make any payment to AIS under the Agreement.

AIS agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the contractor and AIS on all amounts owed by AIS that remain unpaid after seven (7) days following receipt by AIS of payment from the District for work performed by the contractor in furtherance of AIS meeting its obligations to the District, except for amounts withheld pursuant

APPROVED BY HAMILTON SCHOOL BOARD

ON

09-11-23

*Lee Letherington-James*  
 SUPERINTENDENT

Approved by Hamilton School Board  
Hamilton, July 25, 1911  
Superintendent

THE HAMILTON SCHOOL BOARD, in its resolution of the 25th day of July, 1911, has adopted the following resolution:

Resolved, That the Hamilton School Board do hereby certify that the following is a true and correct copy of the resolution of the Board of Education of the City of Hamilton, passed on the 25th day of July, 1911:

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APPROVED BY HAMILTON SCHOOL BOARD

ON

SUPERINTENDENT

to the provisions above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

4. AIS will provide contractors to provide services at school's premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of District and students which may be proprietary and confidential. AIS and contractors will treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

AIS acknowledges the District's request that, for HIPAA compliance and security reasons and to promote continuity of communication and services, AIS minimize the number of individual contractors provided to meet the needs of the District.

School District will allow reasonable time for completion of work outside of IEP service delivery time.

It is understood that it is the responsibility of the District to notify AIS in a timely manner of any requests for meeting attendance, or completion of evaluations, assessments, or reports, in order to allow a reasonable amount of time for completion and scheduling.

Contractors placed by AIS will complete paperwork necessary for the District to submit for Medicaid reimbursement. AIS is not enrolled as a LEA Medicaid provider so claims for reimbursement must be submitted by the District. District must communicate Medicaid documentation requirements in a clear and timely manner to the contractor providing the services to the student.

5. **Discounts:** AIS agrees to waive portal charges when a contractor is contracted to District for 35 or more hours of work within the school District in one week.
6. **Fees:** District agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of \$45.00 per cane.
7. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) a contractor placed by AIS to provide services to the District under this agreement, (2) any other potential contractor contacted by AIS and identified to the District, or (3) a previous contractor placed by AIS in the 12 months preceding such offer, District agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by District to such hired contractor.
8. **Cooperative Purchasing:** To the extent permitted under the Virginia Public Procurement Act, the terms and conditions of this agreement may be extended to any other school District or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms.
9. **Intellectual Property:** Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. "Services Related Intellectual Property" means any inventions,

discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by District and provided by District to AIS or contractors placed by AIS for performance of services, title to which shall remain in District and which shall be used only in the performance of this agreement unless otherwise authorized in writing by District. "Preexisting Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which District has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

This agreement is for use by the District only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

**10. Termination:** Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party also may terminate this agreement without cause upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of this agreement for any reason, District shall pay all amounts due for the services and hours worked under the agreement.

**11. Indemnification:** District shall be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its agents or contractors placed by AIS resulting from any wrongful, negligent, or tortious act of District or any of its employees, agents, representatives or students, or any breach of this agreement by District. AIS agrees to indemnify, hold harmless and defend District, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the District, its agents, servants, or employees are alleged to be liable.

The parties acknowledge that AIS' total liability under this agreement shall not exceed the total payments made to it by the District. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in contract documents.

**12. Assignment:** District shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

**13. Notices:** Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.

**14. No Authority to Bind District:** AIS has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

**15. General:** No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the District and AIS. This agreement shall be binding upon the successors and permitted assigns of the District and AIS. This agreement shall be construed according to the laws of the Florida, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Hamilton County, Florida, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**16. Confidentiality:** AIS and its agents and employees will keep all information related to the District's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the District. AIS will return all copies of such student confidential information to the District upon termination of this Agreement. AIS further agrees to cause any contractor placed with the District to execute an agreement containing substantially similar confidentiality obligations.

**17. Personnel**

a. All of the Services herein shall be performed by AIS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.

b. Jessica Lunsford Act (Background Check).

i. AIS shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.

ii. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with District policy, all of AIS' personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and District. This background screening will be conducted by District in advance of AIS or its personnel providing any Services under the conditions described in the previous sentence.

iii. AIS shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.

- iv. The Parties agree that the failure of AIS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. AIS agrees to indemnify and hold harmless the School District, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from AIS' failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.

**18. FERPA:** To the extent Services provided hereunder pertain to the access to student information, AIS shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, AIS, and its officers, employees, agents, and representatives, shall fully indemnify and hold the District harmless for any violation of this provision including, but not limited to, defending the District and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the District arising out of the breach of this provision by AIS, its officers, employees, agents, or representatives, to the extent that the AIS, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon AIS. A separate Non-Disclosure Agreement may be required.

#### **19. Public Records**

- a. **IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AIS NEEDS TO CONTACT THE APPROPRIATE SCHOOL DISTRICT PERSONNEL. Philip Pinello, Assistant Superintendent, Administrative Services, Hamilton County School District, 5686 US Highway 129 South, Suite 1, Jasper, FL 32052, (386) 792-7815.**
- b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. AIS acknowledges its legal obligation to comply with Section 119.0701, F.S. AIS shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the District in order to perform the scope of services. AIS shall comply with all requirements for retaining public records and shall transfer, at no cost to the District, all public records in the possession of AIS upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- c. A request to inspect or copy public records relating to the District's contract for services must be made directly to the District's Custodian of Public Records. If the District does not possess the requested records, the District's Custodian of Public Records shall immediately notify AIS of the request. AIS must provide a copy of the records to the



District or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If AIS does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

- d. Should AIS fail to provide the requested public records to the District within a reasonable time, AIS understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- e. AIS shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if AIS does not transfer the records to the District. Upon completion, expiration, or termination of this Agreement, AIS shall transfer, at no cost to the District, all public records in its possession or keep and maintain public records required by the District to perform the services. If AIS transfers all public records to the District, AIS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If AIS keeps and maintains public records upon completion, expiration, or termination of this Agreement, AIS shall meet all applicable requirements for retaining public records and provide requested records to the District pursuant to the requirements of this Article. All public records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**Signatures:** In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

**AIS**

 / 8/8/2023  
\_\_\_\_\_  
Mary Hall, Vice President of Operations      Date  
Allied Instructional Services, LLC

**Hamilton County School District**

 / 8/8/2024  
\_\_\_\_\_  
Administrator Signature      Date

Annie Pinello, ESE Coordinator  
\_\_\_\_\_  
Administrator's Name/Title

Allied Instructional Services, LLC  
PO Box 2214  
Ashland, VA 23005  
Phone: 804-368-8475

**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 School Board of Hamilton County, Florida

Mary Hall, President of Business Operations

by \_\_\_\_\_

Allied Instructional Services LLC

for \_\_\_\_\_

Whose business address is: PO Box 2214, Ashland, VA 23005

(If applicable) its Federal Employer Identification Number (FEIN) is: 27-3046544

(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.

Mary Hall

(Signature)

8-9-2023

(Date)

STATE OF Virginia

COUNTY OF Hanover

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Mary Hall

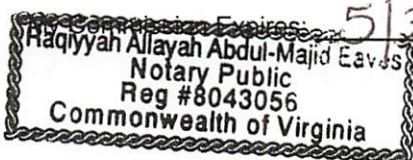
(Name of individual signing)

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

above on this 9 day of August, 2023.

R. E.

(NOTARY PUBLIC)



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Allied Instructional Services LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 2214</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Ashland, VA 23005</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	7		-	3	0	4	6	5
								4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Maury Hall, VP of Operations</i>	Date ► <i>January 11, 2023</i>

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

1. The prospective lower tier participant certifies to the best of its knowledge and belief 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 primary participant shall attach an explanation to this proposal.

Name of Applicant: Allied Instructional Services	Contract #:
Printed Name and Title of Authorized Representative: Mary Hall, President of Business Operations	
Signature: <i>Mary T. Hall</i>	Date: August 8, 2023

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
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 department or agency 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 CFR Part 180).
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 entering into this transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and 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 ineligibility 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 may terminate this transaction for cause or default.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/09/2023

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).

<b>PRODUCER</b> Brown & Brown of Detroit, Inc. 5250 Corporate Drive Suite #200 Troy MI 48098		<b>CONTACT NAME:</b> Faris Najor <b>PHONE (A/C, No, Ext):</b> (586) 977-6300 <b>E-MAIL ADDRESS:</b> Faris.Najor@bbrown.com <b>FAX (A/C, No):</b> (586) 977-6780	
<b>INSURED</b> Allied Instructional Services PO Box 2214 Ashland VA 23005		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AmGUARD Insurance Company <b>INSURER B:</b> Hartford Casualty Insurance Company <b>INSURER C:</b> Lloyd's <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 42390 29424	

## COVERAGES

**CERTIFICATE NUMBER:** CL2332755975

**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 CERTIFICATE 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.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		C1GP404205	04/02/2023	04/02/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			C2GP403023	04/02/2023	04/02/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C3GP401801	04/02/2023	04/02/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
B	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	35WECCD8146	04/02/2023	04/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Professional Liability			C1GP404205	04/02/2023	04/02/2024	Aggregate Limit \$ 3,000,000
	Ea Incident Limit \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The School Board of Hamilton County, Florida is included as additional insured for General Liability per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The School Board of Hamilton County, Florida 5683 US Highway 129 South Suite 1 Jasper FL 32052	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 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Detroit, Inc.		NAMED INSURED Allied Instructional Services	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Insurer A:  
Coverage: Abuse & Molestation  
Policy number: C1GP404205  
Policy term: 04/02/2023 - 04/02/2024  
Aggregate limit: \$3,000,000  
Each Occurrence: \$1,000,000

Insurer C:  
Coverage: Cyber Liability  
Policy Number: ESL0239629776  
Policy Term: 04/02/2023 - 04/02/2024:  
Each Occurrence/Claim: \$3,000,000  
Aggregate Limit: \$3,000,000  
Deductible: \$2,500