



COOPERATIVE PURCHASING AGREEMENT FOR BIOMEDICAL WASTE DISPOSAL SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR BIOMEDICAL WASTE DISPOSAL SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **HILL'S COMMERCIAL WAREHOUSE, INC. D/B/A HILL'S SHRED EXPRESS**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2111460) ("Contractor").

WHEREAS, after a competitive procurement process, the School Board of Marion County Florida entered into a contract with Hill's Commercial Warehouse, Inc. d/b/a Hill's Shred Express for the provision of biomedical waste disposal services (the "School Board Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of biomedical waste disposal services pursuant to essentially the same terms and conditions provided under the School Board Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the School Board Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Biomedical Waste Disposal Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **School Board Agreement:** shall mean the Standard Agreement for biomedical waste disposal services between the School Board of Marion County and Hill's Commercial Warehouse d/b/a Hill's Shred Express and its exhibits, as amended and attached hereto as **Exhibit A – School Board Agreement**.
3. **INCORPORATION OF SCHOOL BOARD AGREEMENT.** The School Board Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the School Board Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.



4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: School Board Agreement (A-1 through A-29)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the School Board Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "School Board," or "C" shall be replaced and intended to refer to the "City of Ocala."
- B. **COMPENSATION.** City shall pay Contractor an amount no greater than the maximum limiting amount of **TWENTY THOUSAND, AND NO/100 DOLLARS (\$20,000)** over the course of the initial contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the Service Fees more fully described in **Exhibit A –School Board Agreement**.
- C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **JUNE 23, 2025**, and continue through and including **JUNE 30, 2028**.
- D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department** Address: **1805 NE 30th Avenue, Building 300, Ocala, Florida 34470** Attn: **Dwayne Drake** E-Mail: ddrake@ocalafl.gov Office: **352-351-6744**.
- E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.



- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
 7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
 8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.



9. ADDITIONAL INSURANCE REQUIREMENTS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain



or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records 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, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.



13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.



19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Hills Commercial Warehouse, Inc.
d/b/a Hill's Shred Express
Attention: Kyle Hill
Address: 1209 NW 4th Ave
Ocala, Florida 34475
Phone: 352-629-1185
E-mail: info@hillsshredexpress.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY



ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.



CONTRACT# PWD/250745

31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL 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 have executed this Agreement on 8/5/2025.

ATTEST:**CITY OF OCALA**

Signed by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

**HILL'S COMMERCIAL WAREHOUSE, INC.
D/B/A HILL'S SHRED EXPRESS**

Signed by:
William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Kyle Hill

By: Kyle Hill

(Printed Name)

Title: Pres/Owner

(Title of Authorized Signatory)

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA STANDARD AGREEMENT

This Standard Agreement ("Agreement") is by and between **The School Board of Marion County, Florida**, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Fla. Stats. (2024), whose address is 1614 E. Fort King Street, Ocala, Florida 34471 ("SCHOOL BOARD") and **Hill's Commercial Warehouse, Inc. dba Hill's Shred Express**, a Florida Profit Corporation registered to do business in the State of Florida, whose principal address is 1209 NW 4th Ave, Ocala, Florida 34475 ("CONTRACTOR") (each a "party" and collectively referred to as the "Parties"). In consideration of the promises contained herein and intending to be bound thereby, the parties agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to provide biomedical waste services that are common to the operations of an educational facility to SCHOOL BOARD as further described in Scope of Services attached as Exhibit A.

2. **COMPENSATION.** The cost of the services shall not exceed **nine thousand dollars and 00/100 (\$9,000.00)**. Service Fees are further described in Exhibit B Fees will be payable upon receipt of an invoice, except for fees that SCHOOL BOARD may dispute in good faith for reasons outlined in writing by SCHOOL BOARD within ten (10) business days after receiving such invoice. School Board will make all payments pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stats. (2024). Invoices for fees or other compensation for services or expenses must be submitted to SCHOOL BOARD in detail sufficient for a proper pre-audit or post-audit thereof. CONTRACTOR must comply with §218.74(4), Fla. Stat. (2024), in assessing any service charge to any overdue amounts under this Agreement.

3. **PAYMENT.** The School Board's Accounts Payable Department will generate all payments as indicated below:

A. Payments will be made in accordance with approved invoices, and may be paid monthly, quarterly, or in lump sum payments at the discretion of District staff.

Before doing business, CONTRACTOR must submit a Substitute W-9/Vendor Information Form electronically to the SCHOOL BOARD contact listed in the "Notice" provision" of this Agreement.

SCHOOL BOARD will not accept any services performed unless it has issued a duly authorized purchase order for said services. Each invoice submitted to SCHOOL BOARD must include: (i) name and address of CONTRACTOR; (ii) a unique invoice number; and (iii) must reference the purchase order number. SCHOOL BOARD may use a "Purchasing Card" for payment of CONTRACTOR invoices under this Agreement. CONTRACTOR agrees to accept payment by Purchasing Card and may not add additional handling charges or services fees to such payments. **The Parties agree that all approved payments to CONTRACTOR will be paid by Check.**

The CONTRACTOR agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the SCHOOL BOARD in advance of the expenditures being incurred. The CONTRACTOR shall be reimbursed for such approved expenditures as provided by §112.061, Fla. Stats. (2024), and SCHOOL BOARD Policy.

4. **INSPECTION/ACCEPTANCE.** All services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of SCHOOL BOARD. SCHOOL BOARD will not authorize payment until it receives and accepts the services with a proper invoice.

5. **CHANGES.** The District's authorized representative for this Agreement, by written notification to the CONTRACTOR may make minor changes to this Agreement without further SCHOOL BOARD approval. The SCHOOL BOARD defines minor changes as modifications which do not significantly alter the scope, nature, or price of the specified services. Typical minor changes include, but are not limited to, place of delivery, revisions to customized work specifications that do not alter approved costs, and administration of the Agreement. The CONTRACTOR shall not amend any provision of this Agreement without the written approval of the SCHOOL BOARD.

6. **SHIPPING. CONTRACTOR MUST PLACE AN ITEMIZED LIST OF CONTENTS IN EACH PACKAGE BEARING THE PURCHASE ORDER NUMBER.** Packaging must comply with the standard regulations of common carriers, and transportation must be on the lowest cost-basis unless SCHOOL BOARD authorizes other packaging or method of transportation. CONTRACTOR assumes all risks of loss or damage to all goods, work in progress, materials, and other things until received and accepted by SCHOOL BOARD. SCHOOL BOARD will return defective materials or those not in compliance with SCHOOL BOARD specifications at CONTRACTOR's risk and expense. CONTRACTOR must disclose all shipping charges and include them in all Price Quotes provided to SCHOOL BOARD under this Agreement.

7. **QUANTITIES.** CONTRACTOR cannot change the quantities specified in this Agreement without District staff's written approval. SCHOOL BOARD will return goods shipped over the quantity designated at CONTRACTOR's expense.

8. **SALES PROMOTIONS/PRICE REDUCTIONS.** Should sales promotions or price reductions occur that lower the price of the services under this Agreement, CONTRACTOR will extend to SCHOOL BOARD the lower price offered by any such promotions or reductions. The CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar services in similar quantities, or the current market price, whichever is lower. If the CONTRACTOR offers more favorable pricing to one of its customers, the CONTRACTOR shall extend to the SCHOOL BOARD the same pricing or the then current market price, whichever is lower.

9. **TAX EXEMPTION.** SCHOOL BOARD is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption # 85-801262222C-6). District staff will send a copy of the Certificate of Exemption to CONTRACTOR upon request. SCHOOL BOARD's Federal Employer Identification Number is 59-6000734. CONTRACTOR doing business with SCHOOL BOARD is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the SCHOOL BOARD, nor is CONTRACTOR authorized to use SCHOOL BOARD's Tax Exemption Number for securing materials described in section 1 above.

10. **TERM & TERMINATION.** This Agreement is effective on the date last signed by the parties and will terminate at the end of the business day on June 30, 2028. Renewal of this Agreement for three additional one-year periods is contingent upon the same terms and conditions, the satisfactory performance of the CONTRACTOR, and availability of funds. SCHOOL BOARD reserves the right to terminate this Agreement at any time and for any reason,

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upon giving five (5) calendar days (for purchases of goods) or thirty (30) calendar days (for contracting services) prior written notice to CONTRACTOR. If the SCHOOL BOARD terminates the Agreement for convenience as provided herein, it relieves the SCHOOL BOARD of all obligations under this Agreement. SCHOOL BOARD shall only pay the CONTRACTOR the amount for services performed before termination of the Agreement. SCHOOL BOARD may terminate this Agreement upon thirty (30) calendar days advance written notice to CONTRACTOR, for failure of CONTRACTOR to cure a default, as defined in the "Default" provision of this Agreement, or due to lack of, or cancellation of, grant funds made available to SCHOOL BOARD. Upon receipt of a notice of termination, CONTRACTOR shall cease incurring additional obligations under this Agreement. However, SCHOOL BOARD shall allow CONTRACTOR to incur all necessary and proper costs, which CONTRACTOR cannot reasonably avoid during the termination process.

SCHOOL BOARD conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of services or goods. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. SCHOOL BOARD may terminate this Agreement at the end of the period for which funds are available if SCHOOL BOARD does not allocate further funding. SCHOOL BOARD shall notify CONTRACTOR at the **earliest** possible time before such termination. No penalty will accrue to SCHOOL BOARD, and SCHOOL BOARD is not obligated or liable for any future payments or any damages because of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the SCHOOL BOARD through fraud, misrepresentation or material misstatement, shall have its Agreement with the SCHOOL BOARD terminated upon receiving notice of the attempted fraud as determined by the SCHOOL BOARD.

SCHOOL BOARD will terminate this Agreement if the CONTRACTOR is placed on the State of Florida Forced Labor Vendor list.

11. **DEFAULT**. If the CONTRACTOR fails to fulfill or comply with any of the terms or conditions of this Agreement, in whole or in part, the SCHOOL BOARD or its designee may place the CONTRACTOR in default status and take any one of the following actions:

A. Suspend activities under the Agreement until the default is cured, upon fifteen (15) days advance written notice by the SCHOOL BOARD and withhold further payments;

B. Terminate the Agreement for cause, in whole or in part, as defined in Section 10 above;

C. Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the SCHOOL BOARD or its designee under this Agreement, determines that the CONTRACTOR has jeopardized the safety or welfare of the SCHOOL BOARD, its employees, students, or the public; and

D. Invoke any other remedy or remedies that may be legally available.

If SCHOOL BOARD determines that the CONTRACTOR was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the parties will have the same rights and obligations as under a "Termination for Convenience."

12. **EXCESS FUNDS.** Any Party receiving funds paid by SCHOOL BOARD under this Agreement must promptly notify SCHOOL BOARD of any funds erroneously received upon the discovery of such receipt. CONTRACTOR must refund excess funds to SCHOOL BOARD. CONTRACTOR must refund excess funds paid by SCHOOL BOARD due to CONTRACTOR billing errors with interest calculated from the date of the erroneous payment or overpayment. The interest rate for judgments under § 55.03, Fla. Stats. (2024), at the time SCHOOL BOARD made the erroneous payment or overpayment will apply.

13. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor for all purposes arising under this Agreement. CONTRACTOR and its officers, agents, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of SCHOOL BOARD. No officer, agent, or employee of CONTRACTOR or SCHOOL BOARD shall be deemed an officer, agent, or employee of the other Party. Neither CONTRACTOR nor SCHOOL BOARD, nor any officer, agent, or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

14. **INSURANCE.** ☒ (If checked, see Exhibit C for additional insurance requirements.)

CONTRACTOR shall provide evidence of insurance as required by SCHOOL BOARD's Risk Management Department, which may include, without limitation, professional liability, general liability, worker's compensation, auto liability, and cyber liability insurance coverages. Upon request, CONTRACTOR shall name "The School Board of Marion County, Florida, its officers, directors, and employees" as additional insureds. Before the effective date of the Agreement, CONTRACTOR shall provide SCHOOL BOARD with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the CONTRACTOR shall also comply with insurance requirements set forth therein. CONTRACTOR shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of SCHOOL BOARD, shall constitute a material default under the Agreement.

15. **INDEMNIFICATION.** The CONTRACTOR agrees to indemnify, hold harmless and defend SCHOOL BOARD, its officers, employees, agents and representatives from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums which SCHOOL BOARD, its officers, employees, agents and representatives may pay or become obligated to pay on account of any and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of: 1) the products, goods or services furnished by the CONTRACTOR, its agents, employees; 2) the equipment of the CONTRACTOR, its agents, or employees while such equipment is on premises owned or controlled by SCHOOL BOARD; or 3) the negligence of the CONTRACTOR or the negligence of the CONTRACTOR's employees and/or agents and representatives when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SCHOOL BOARD property, and injury or death of any person whether employed by the CONTRACTOR, SCHOOL BOARD or otherwise. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position.

16. **DUTY TO DEFEND.** CONTRACTOR agrees, at its own expense, and upon written request by the SCHOOL BOARD, to defend any suit, action, or demand brought against SCHOOL BOARD on any claim or demand arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement.

17. **CONDUCT WHILE ON SCHOOL PROPERTY.** CONTRACTOR acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and will at all times conduct themselves in a manner consistent with SCHOOL BOARD policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of CONTRACTOR to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the SCHOOL BOARD. CONTRACTOR agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

18. **ENTIRE UNDERSTANDING.** The Parties understand and agree that this Agreement contains the complete understanding and agreement between the parties. No stipulation, agreement, or understanding will be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either Party will be binding on either Party as a warranty or otherwise, except as expressly set forth herein. Only amendments, modifications, or waivers of terms that are in writing and signed by both Parties are binding.

19. **GOVERNING LAW & VENUE.** The laws of the State of Florida govern all aspects of this Agreement and all transactions contemplated by it without regard to principles of conflicts of laws. Venue for any litigation related to this Agreement will be in Marion County, Florida.

20. **COMPLIANCE WITH LAWS AND POLICIES.** Each Party must comply with all applicable federal and state laws, local government licensing requirements, codes, rules, and regulations and written SCHOOL BOARD policies in performing its duties, responsibilities, and obligations under this Agreement. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

21. **CONFIDENTIALITY OF STUDENT RECORDS.** Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR must:

A. fully comply with the requirements of Sections 1002.22, 1002.221, 1002.222, 1006.1494, Fla. Stats. (2024); the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), the CONTRACTOR shall comply with the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. ss. 6501-6506; 16 CFR Part 312; and the Protection of Pupil Rights (PPRA); 34 CFR Part 98 implementing section 445 of the General Education Provisions Act (GEPA)(20 U.S.C. 1232h), and with any other state or federal law or regulation regarding the confidentiality of student information and records;

B. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release in accordance with Fla. Admin. Code R. 6A-1.0955;

C. ensure that, at all times, all of its employees who have access to any education records during the term of their employment will abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and must provide said list of employees to SCHOOL BOARD upon request;

D. safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

E. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and will not share, publish, sell, distribute, target advertise, or display education records to any third party;

F. notify SCHOOL BOARD immediately upon discovery of a breach of confidentiality of education records by telephone and email using the SCHOOL BOARD's contact information as listed in the "Notice" provision of this Agreement, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024);

G. fully cooperate with appropriate SCHOOL BOARD staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

H. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SCHOOL BOARD any direct costs incurred by SCHOOL BOARD for doing so, including, but not limited to, those required by Section 501.171, Fla. Stats. (2024);

I. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

J. provide SCHOOL BOARD with the name and contact information of its employee who will serve as SCHOOL BOARD's primary security contact and must be available to assist SCHOOL BOARD in resolving obligations associated with a security breach of confidentiality of education records; and

K. securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a multi-pass overwrite process of no fewer than three (3) passes. If a prior backup taken at a time when SCHOOL BOARD data was active is restored after SCHOOL BOARD data has been deleted, CONTRACTOR must immediately delete SCHOOL BOARD data.

All education records will remain the property of SCHOOL BOARD, and any party contracting with SCHOOL BOARD serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement will, at SCHOOL BOARD's request, return to SCHOOL BOARD or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SCHOOL BOARD with a written acknowledgment of said disposition.

CONTRACTOR must, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SCHOOL BOARD and its officers and

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employees for any violation of this section, including, without limitation, defending SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SCHOOL BOARD arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party either intentionally or negligently violated the provisions of this section or of Sections 1002.22 and/or 1002.221, Fla. Stats. (2024). This section will survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

22. **PUBLIC RECORDS**. CONTRACTOR understands the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.

A. If CONTRACTOR meets the definition of "contractor" under § 119.0701, Fla. Stats. (2024), and in addition to other contract requirements provided by law, the CONTRACTOR agrees that it is acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and will comply with Florida's Public Records Law. Specifically, CONTRACTOR agrees that it will:

- i. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD to perform the services performed by CONTRACTOR under contract;
- ii. Provide the public with access to such public records on request from SCHOOL BOARD'S custodian of public records;
- iii. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- iv. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency;
- v. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E.

FORT KING STREET, OCALA, FLORIDA 34471.

23. **NON-DISCRIMINATION.** Neither Party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

24. **NO WAIVER OF SOVEREIGN IMMUNITY.** This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2024). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

25. **INSPECTOR GENERAL AUDITS.** The SCHOOL BOARD, the United States Department of Education, the Comptroller General of the United States, the Florida Department of education, the Florida Office of the Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four (4) years after the SCHOOL BOARD has made final payment and all services have been performed under this Agreement. CONTRACTOR and its subcontractors (if any), shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by any of the above-named entities with proper authority.

26. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the CONTRACTOR or SCHOOL BOARD, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.

27. **WAIVER.** A waiver by either Party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of SCHOOL BOARD does not relieve CONTRACTOR of the indemnification provisions required by this Agreement. A waiver is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.

28. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SCHOOL BOARD. This contract may not be assigned by the CONTRACTOR in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock, without the prior written consent of the SCHOOL BOARD, which consent the SCHOOL BOARD may withhold in its sole discretion.

29. **AMENDMENT.** The Parties may only amend this Agreement with the mutual consent of both parties, which must be in writing and approved by SCHOOL BOARD.

30. **REPRESENTATIONS & WARRANTIES.** CONTRACTOR represents and warrants to SCHOOL BOARD under this Agreement that:

A. Another contract, agreement, business relationship, or other arrangement does not prevent CONTRACTOR from entering into, or fully performing, the services required under this Agreement;

B. CONTRACTOR affirms and certifies that none of CONTRACTOR's agents, employees, or officers have ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

C. CONTRACTOR affirms and certifies that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2024), to wit: A person or affiliate who has been placed on convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply 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 public entity, may not be awarded or perform work as a contractor, supplier, 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 § 287.017, Fla. Stats. (2024) for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list;

D. CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to conducting its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Fla. Stats. (2024), and Fla. Admin. Code R. 60A. CONTRACTOR shall further comply with Section 274A [8 U.S.C. 1324a] of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by CONTRACTOR of any laws, rules, codes, ordinances, or licensing requirements will constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement;

E. The Parties must comply with the code of ethics for public officers and employees, Chapter 112, Fla. Stats. (2024). Therefore, no CONTRACTOR who is a party to, or receives a benefit from, this Agreement may offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the SCHOOL BOARD. Furthermore, no officer, employee, or agent of the SCHOOL BOARD may solicit or accept a gratuity, favor, or anything of monetary value from CONTRACTOR, its employees, or agents as a result of this Agreement between the parties.

31. **PUBLICITY.** CONTRACTOR shall not use SCHOOL BOARD's name, logo, or other likeness, or of any school or office operated by Marion County Public Schools, in any press release, marketing materials, or another public announcement without SCHOOL BOARD's prior written approval.

32. **CONFLICTS.** If there is a conflict between this Agreement and the documentation attached as Exhibit A, or Exhibit B, this Agreement governs. All website or software terms contained in click-through documentation or agreements in connection with CONTRACTORS services are disclaimed by the SCHOOL BOARD to the extent the terms are in addition to, conflict, or are inconsistent with the terms of this Agreement.

33. **CERTIFICATIONS**. Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300. CONTRACTOR certifies, to the best of its knowledge and belief, that neither the company nor its principals:

A. Are debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.

B. Have, within the five-year period before this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the preceding paragraph B.

D. Have, within the five-year period before this Agreement had one or more public transactions terminated for cause or default.

If the CONTRACTOR is unable to certify to any of the above statements in this certification, CONTRACTOR must submit a written explanation to the SCHOOL BOARD.

CONTRACTOR shall notify SCHOOL BOARD within thirty (30) calendar days after the occurrence of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, concerning CONTRACTOR or its principals. Where this is the case, CONTRACTOR is not authorized to provide goods or services on the purchase order until CONTRACTOR receives written approval from the SCHOOL BOARD.

34. **JESSICA LUNSFORD ACT**. The State of Florida's Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. CONTRACTOR shall require that all individuals in CONTRACTOR's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the CONTRACTOR. If the Scope of Work stated in Section one (1) of this Agreement requires background screening, CONTRACTOR shall not provide any services until SCHOOL BOARD provides CONTRACTOR with notice of clearance and issues official School District badges. All CONTRACTOR's employees must register as a visitor before entering SCHOOL BOARD property and properly display their School District badges. Consistent with the indemnification language in this Agreement, CONTRACTOR reaffirms that it will indemnify and hold harmless SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2024).

35. **CHILD NEGLECT**. CONTRACTOR and its employees will be subject to the requirements of § 39.201, Fla. Stats. (2024) that requires the reporting of child abuse or child neglect to the

State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873; report online at <https://reportabuse.dcf.state.fl.us/>; or fax a report to 1-800-914-0004.

36. **CONFLICT OF INTEREST**. CONTRACTOR must disclose the name of any officer, director, or agent who may be employed by the SCHOOL BOARD. CONTRACTOR must disclose the name of any SCHOOL BOARD employee who owns, directly or indirectly, any interest in CONTRACTOR or any affiliated business entity.

37. **GRATUITIES**. CONTRACTOR will not, either directly or indirectly: (1) offer, give, or provide any tangible item of value to anyone as consideration for any SCHOOL BOARD employee's decision, opinion, recommendation, vote, another exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of, any SCHOOL BOARD employee.

38. **SEVERABILITY**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision will not affect any other provision and this Agreement will be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

39. **CAPTIONS**. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and will not be construed to create a conflict with the provisions of this Agreement.

40. **E-VERIFY**. Under Section 448.095, Fla. Stats. (2024), CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, <https://www.e-verify.gov/employees>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR must also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Upon SCHOOL BOARD request, CONTRACTOR must provide evidence of registration as required by Florida Statute. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

41. **AFFIDAVIT OF NONGOVERNMENTAL REPRESENTATIVE**. Section 787.06, Fla. Stats. (2024) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The SCHOOL BOARD is a governmental entity for purposes of this statute. By signing this Agreement, the undersigned corporate representative for the CONTRACTOR affirms under the penalty of perjury, that the CONTRACTOR identified herein does not use coercion for labor or services as those terms are defined

in Section 787.06, Fla. Stats. (2024); specifically, the CONTRACTOR does not:

- A. **Use or threaten to use physical force against any person;**
- B. **Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;**
- C. **Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;**
- D. **Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;**
- E. **Cause or threaten to cause financial harm to any person;**
- F. **Entice or lure any person by fraud or deceit; or**
- G. **Provide a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Fla. Stats. (2024) to any person for the purpose of exploitation of that person.**

42. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT.** CONTRACTORS are hereby notified of the provisions of section 287.05701, Fla. Stats. (2024), as amended, that the SCHOOL BOARD will not request documentation of or consider a CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTORS are further notified that the SCHOOL BOARD's governing body may not give preference to a CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

43. **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO CONTRACTOR:

Hill's Shred Express
Attn: Kyle Hill
1209 NW 4th Ave
Ocala, FL 34475
Email: info@hillsshredexpress.com

AS TO SCHOOL BOARD:

Central Warehouse/Purchasing
 Attn: Rick Collins, Purchasing Department
 2091 NE 35th Street
 Ocala, FL 34479
 Email: rick.collins@marion.k12.fl.us

WITH COPY TO:

Current School Board Chair
 The School Board of Marion County, Florida
 1614 E. Fort King Street
 Ocala, Florida 34471

or to such other address(es) as the Parties may mutually designate by notice complying with the terms of this Agreement. The Parties shall deem the notice delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date, a party signed the Return Receipt, or refused acceptance of delivery, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

44. **FORCE MAJEURE.** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

45. **FEDERAL FUNDS.** For any agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the agreement and the CONTRACTOR accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award. As provisions A through R are subject to change without notice, the CONTRACTOR can access the required provisions online using the link below: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

- A. **FEDERAL REGULATIONS.** CONTRACTORS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).
- B. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-

1065 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may

take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- C. **ILLEGAL ALIEN LABOR**. CONTRACTOR shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR must not knowingly employ unauthorized aliens and should such violation occur will be cause for cancellation of the Agreement.
- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **PROCUREMENT OF RECOVERED MATERIALS**. (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines
- F. **FEDERAL DRUG FREE WORKPLACE**. CONTRACTOR agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- G. **ENERGY EFFICIENCY / CONSERVATION**. (42 U.S.C. 6201) CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. **DEBARMENT AND SUSPENSION**. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that

implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- I. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Failure of the CONTRACTOR to provide products within the time specified in the Scope of Work will result in the following: The SCHOOL BOARD shall notify CONTRACTOR in writing within five (5) calendar days and provide five (5) calendar days to cure. If awarded CONTRACTOR cannot provide product or services, SCHOOL BOARD reserves the right to purchase product from another CONTRACTOR, or if this Agreement is entered as the result of a Request for Proposal the next lowest responsive and responsible bidder. The defaulting CONTRACTOR will be responsible for reimbursing SCHOOL BOARD for the price differences.
- J. **COPELAND "ANTI-KICKBACK" ACT.** (18 U.S.C. 874 AND 40 U.S.C. 276C) The CONTRACTOR certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- K. **DAVIS-BACON ACT, AS AMENDED.** Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- L. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- M. **HEALTH AND SAFETY STANDARDS IN BUILDING TRADES AND CONSTRUCTION INDUSTRY.** (40 U.S.C. 3704) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- N. **CLEAN AIR ACT.** Clean Air Act ([42 U.S.C. 7401–7671g](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- O. **BYRD ANTI-LOBBYING AMENDMENT.** Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- P. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SCHOOL BOARD is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with

entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The CONTRACTOR agrees that it is not providing SCHOOL BOARD with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, CONTRACTOR certifies its compliance with this provision. The CONTRACTOR shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify SCHOOL BOARD if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.

- Q. **DOMESTIC PREFERENCES FOR PROCUREMENTS** (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- R. **ACCESS TO RECORDS** (2 CFR Part 200.336): If this Agreement is funded by federal funding identified in paragraph 3 of this Agreement, CONTRACTORS and subcontractors must give access to the SCHOOL BOARD, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

46. **REGULATIONS & ORDINANCES**. The CONTRACTOR must comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local government being licensed, if required, for performance of any work under this Agreement. CONTRACTORS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).

47. **DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES**. To ensure compliance with School Board Policy 6460 Vendor Relations, CONTRACTORS must disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the CONTRACTOR, and who are currently employed or have been employed by the SCHOOL BOARD **within the last two (2) years**. Such disclosure must include, at a minimum, the names of former SCHOOL BOARD employees, a list of the positions the employees held in the last two (2) years of their employment with SCHOOL BOARD, and the dates the employees held those

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positions. Approval by SCHOOL BOARD for the use of current or former SCHOOL BOARD employees (within the last two (2) years) is mandatory before using funds obtained from this Agreement to subsidize the current or former SCHOOL BOARD employee.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

48. **OPPORTUNITY TO CONSULT WITH COUNSEL.** The Parties acknowledge that they have consulted or had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and its legal effect and fully understand and agree to every provision without reservation, and that they have executed this Agreement in reliance on their judgment, free from any coercion, duress, or undue influence.

49. **CONTRACTOR CONFIDENTIAL INFORMATION.** CONTRACTOR represents that the materials it is providing under this Agreement contain proprietary products and trade secrets of CONTRACTOR. To the fullest extent permissible under applicable law, SCHOOL BOARD agrees to treat the material as confidential under this article. CONTRACTOR must separately submit to SCHOOL BOARD any other material CONTRACTOR contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." Also, CONTRACTOR must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under § 812.081, Fla. Stats. (2024) and stating the factual basis for same. If a third party submits a request to SCHOOL BOARD for records designated by CONTRACTOR as Trade Secret Materials, SCHOOL BOARD shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONTRACTOR. CONTRACTOR shall indemnify and defend SCHOOL BOARD and its employees and agents from all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

50. **ADDITIONAL TERMS.** All website or software terms contained in click-through Agreements in connection with CONTRACTORs services are disclaimed by SCHOOL BOARD to the extent the terms are in addition to, conflict or are inconsistent with the terms of this Agreement.

51. **COPYRIGHTS.** The CONTRACTOR is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a CONTRACTOR purchases ownership with grant support. Furthermore, the Parties agree that the SCHOOL BOARD has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the

provisions of this Agreement for use within the School District for purposes related to SCHOOL BOARD business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by CONTRACTOR may not be copied by the SCHOOL BOARD provided that such material was copyrighted by CONTRACTOR before performance under this Agreement and was not developed specifically for SCHOOL BOARD under this Agreement.

52. **DESCRIPTIVE HEADINGS.** The headings used in this Agreement are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any provision.

53. **COUNTERPARTS.** The Parties may execute this Agreement in counterparts. Faxed or other electronic imaging will be acceptable in place of originals.

54. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants 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 concerning all provisions in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

HILL'S COMMERCIAL WAREHOUSE, INC.
DBA HILL'S SHRED EXPRESS

By:  Signature

Kyle Hill, Director (Name Typed) PRES (Title)

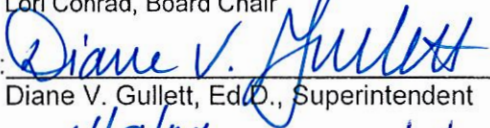
Date: 4/7/25

F.E.I.N. (If organization) 59-2111460

School Board Employee: Yes ☐ No ☒

THE SCHOOL BOARD OF MARION COUNTY,
FLORIDA

By:  Signature
Lori Conrad, Board Chair

By:  Signature
Diane V. Gullett, Ed.D., Superintendent

Date: 4/8/25 4/9/25

EXHIBIT A – SCOPE OF SERVICES

1. **SCOPE OF SERVICE.** The CONTRACTOR will provide biomedical waste services that are common to the operations of an educational facility.

In brief, the scope of this Agreement shall require CONTRACTOR to regularly collect, transport, temporarily store, treat, and dispose of biomedical waste that has been generated at schools and ancillary departments within the District. The waste generated will be collected by trained SCHOOL BOARD Custodial Department staff and will be stored in secure locations for pickup by CONTRACTOR at two sites (hereinafter "service sites"). CONTRACTOR shall provide all expertise, supervision, labor, customary supplies, transportation, facilities, and other services that are necessary for the proper execution and performance of Agreement. CONTRACTOR shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and in strict compliance with all applicable Federal, State and local laws, ordinances and regulations.

2. **DEFINITION.** For purposes of this Agreement, "Biomedical Waste", as defined by Florida Administrative Code, Rule 64E-16, shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates, laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

A. Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have been dried.

B. Non-absorbent, disposable devices that have been contaminated with blood, body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

3. **CONTRACTOR QUALIFICATIONS.** CONTRACTOR warrants and represents itself as being an established business and expert in the specified services, and that it has the capacity and experience to comply with all service requirements as described herein. It is understood that SCHOOL BOARD, in award of Agreement, is relying solely upon the representations and warranties made by CONTRACTOR. By signing of Agreement, CONTRACTOR attests that it currently has, and will maintain for the term of Agreement, the necessary licensing, organization, facilities, equipment, and qualified personnel to ensure competent, dependable, and efficient service on a District-wide basis in support of this Agreement.

4. **CONTRACT MANAGEMENT.** All general administrative aspects of Agreement shall be managed by the SCHOOL BOARD Purchasing Specialist or other Purchasing Department designee (hereinafter "District Representative") under the guidance of the SCHOOL BOARD Health Services Program Specialist. All service related activities (scheduling, access, etc.) shall be coordinated with the appropriate authority at each service site (hereinafter "Site Administrators").

5. **SERVICE MODIFICATION.** It is understood that both temporary and extended changes in service requirements shall occur over the term of Agreement. SCHOOL BOARD reserves the right to add, delete, or change service schedules, locations and collection frequency, and other

requirements as changes become necessary for the effectual management of Agreement. It is anticipated that collection service shall be decreased during summer months, and suspended during extended holiday breaks. It is agreed and understood that all such modifications, within the general scope of services, shall be allowed under the terms of awarded Agreement, and unless otherwise permitted and expressly stated herein, shall not cause any change in established service fees. No claims for additional compensation by CONTRACTOR shall be honored by the SCHOOL DISTRICT. CONTRACTOR shall not unilaterally modify the terms and conditions of Agreement by affixing additional provisions based on said modifications.

6. **REGULATORY COMPLIANCE.** CONTRACTOR shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: State of Florida, Department of Health Administrative Code, Chapter 64E-16; State Requirements for Educational Facilities (SFEF); Department of Transportation (DOT); OSHA Safety Standards; and, Environmental Protection Agency (EPA).

It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this Agreement, the laws, ordinances and regulations shall be the governing factor for performance of this Agreement. In addition, should there be a conflict between applicable regulations, the most stringent shall apply. The failure of CONTRACTOR to comply with any regulatory agency having jurisdiction and authority over the services described herein may be deemed as a default of Agreement.

7. **FINES, CITATIONS, AND DAMAGES.** It is understood that CONTRACTOR shall be solely and financially responsible for any and all fines, citations and or damages levied by any regulatory agency against the SCHOOL BOARD for incidents directly caused by any regulatory violations and/or negligence on the part of CONTRACTOR. CONTRACTOR shall be responsible for any and all cost, expenses, attorney's fees or travel incurred by the SCHOOL BOARD relating to such violations or negligence.

8. **PERSONNEL.** All services shall be performed safely, correctly and efficiently in conformance to industry standards and any and all regulatory requirements, including those as specifically outlined Chapter 64E-16, F.A.C. To that end, CONTRACTOR shall employ and have available an adequate number of qualified personnel who are thoroughly familiar and experienced with the practices and methods utilized in the collection, transport, storage, and treatment of biomedical waste. All personnel shall be thoroughly trained in accordance with CONTRACTOR'S written operating plan for proficiency in standards, procedures and operating requirements of their specific work responsibilities. CONTRACTOR shall be required upon request by SCHOOL BOARD to immediately provide evidence of qualifications of any personnel assigned duties under this Agreement. The assignment of any personnel not meeting minimum qualifications may be deemed as a default of Agreement.

9. **PERSONNEL CONDUCT.** CONTRACTOR'S personnel shall be expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other SCHOOL BOARD staff not directly involved with the contract services. When in contact with school personnel, CONTRACTOR'S personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address. Violation of this provision may result in removal of individual from SCHOOL BOARD site. Furthermore, CONTRACTOR may be prohibited from employing the individual in any impending work performed under this Agreement.

10. **UNIFORMS/PROTECTIVE CLOTHING.** All service personnel shall be required to wear a standard company uniform while performing duties, including shirt and trousers. Uniform shirt shall display a minimum of one (01) visible patch or emblem that clearly identifies the employing company. In addition, all service personnel shall have in possession a form of picture identification which shall be immediately presented upon request by SCHOOL BOARD personnel. CONTRACTOR shall be responsible for providing service personnel any safety or protective items (i.e., clothing, gloves, equipment, etc.) required for safe performance of work. All such items shall be in conformance with established OSHA standards.

11. **DESCRIPTION OF SERVICES.** CONTRACTOR shall be responsible for the scheduled collection, transport, temporary storage, treatment, and disposal of generated biomedical waste at all designated service sites that has been properly prepared and placed in approved lined outer containers. At time of scheduled collection, it shall be the responsibility of SCHOOL BOARD personnel to: (1) monitor what is being removed by the CONTRACTOR, and; (2) assist in preparation of a manifest. CONTRACTOR shall provide a sufficient quantity of (03 part) manifest forms to each service site at no additional charge.

Each manifest shall contain the following information:

- SCHOOL BOARD account number;
- Site name and address;
- Date of collection;
- Driver's name;
- Type and quantity of waste;
- Printed name and signature of authorized representative at service site;
- Designated treatment facility.

CONTRACTOR shall distribute manifest forms as follows: Original Copy left with authorized designee at service site; Second Copy forwarded with monthly invoice to SCHOOL BOARD Representative; Third Copy retained by CONTRACTOR.

12. **SERVICE LOCATIONS.** Currently, there are two locations that must be serviced under this Agreement, Marion Technical College located at 1014 SW 7th Road, Ocala, FL 34471 and Marion County Schools Custodial Services Department located at 5470 NW Gainesville Road, Ocala, FL 34475.

13. **SERVICE GUIDELINES.**

A. **GENERAL SUPERVISION:** CONTRACTOR shall ensure that the services are being accomplished correctly and safely, and that established service schedules are strictly being adhered to. CONTRACTOR shall work jointly and cooperatively to resolve any scheduling problems with District Representative. It shall be the sole responsibility of the CONTRACTOR to ensure that all District and other regulatory rules and regulations are being followed. The cost of general supervision shall be an element of the CONTRACTOR'S overhead burden in the proposed service fees.

B. **CONTRACTOR'S REPRESENTATIVE:** CONTRACTOR shall provide District Representative, the name, telephone and/or cell-phone number of the designated Account Representative to contact regarding service scheduling and other service related issues.

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Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the CONTRACTOR and the District on all matters pertaining thereof. It shall be the responsibility of Account Representative to respond to all non-emergency calls from the District requesting assistance within twenty-four (24) hours of initial contact.

C. COMMUNICATIONS: It shall be required that CONTRACTOR maintain a toll-free telephone and facsimile terminal by which the District may communicate during normal business hours (Monday – Friday) from 7:00 a.m. to 3:30 p.m. Email may also be an acceptable form of communication.

D. SCHOOL CALENDAR: Each year, the SCHOOL BOARD is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools and District offices are open only on a limited basis during the summer period (June – August). The District anticipates that services shall be significantly reduced during the summer months. It shall be the responsibility of CONTRACTOR to maintain a current SCHOOL BOARD calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: www.marionschools.net.

E. SCHEDULED SERVICE: It is understood that the storage of biomedical waste at any service site shall not exceed thirty (30) calendar days in accordance with 64E-16.004, F.A.C. All designated service sites shall be serviced on a regular scheduled monthly basis (30 day cycle) unless otherwise approved by District Representative. CONTRACTOR shall be responsible for establishing a service schedule for all service sites which shall be consistent every month. Any proposed change to establish service schedule shall be subject to the prior approval of Site Administrator.

F. NON-SCHEDULED SERVICE: In the unlikely event that any service site requires collection prior to scheduled service date, CONTRACTOR shall perform service within three (03) business days of request at no additional cost to SCHOOL BOARD.

G. SERVICE PERIOD: All collection services shall normally be performed during regular District operating hours, Monday through Friday, approximately 8:00 a.m. to 3:30 p.m. It is understood that actual hours of service shall be subject to the operating hours and accessibility of each District site and any other applicable restrictions.

H. SITE ACCESS: It is anticipated that each service site shall accumulate all biomedical waste at one (01) collection point. CONTRACTOR shall coordinate site access directly with service site. Upon arrival at service site, CONTRACTOR shall notify appropriate personnel and follow customary sign-in procedures. All services shall be performed with a minimum amount of disruption to the normal operations of facility.

I. TIME OF COMPLETION: CONTRACTOR acknowledges that time is of the essence in completing services. It is imperative that all services be performed regularly and diligently in the time as manner as specified. Should CONTRACTOR be unable to adhere to the established schedule, it shall be the responsibility of CONTRACTOR to immediately notify service site. Repeated documented failure of CONTRACTOR to commence and/or complete services may be deemed as a default of contract.

J. MISSED COLLECTIONS: Unless as otherwise permitted herein, the failure of CONTRACTOR to make collection for any reason on scheduled day shall be considered a missed collection. In such event, CONTRACTOR shall be responsible for making collection by no later

than next business day. Missed collections are unacceptable practice and shall not be tolerated. CONTRACTOR shall have a contingency back-up plan in place with sufficient collection vehicles and qualified personnel to ensure compliance with established service day schedules. The repeated failure of CONTRACTOR to comply with established service schedule at one or more service sites may be deemed as a default of contract.

K. SERVICE SUSPENSION/CANCELLATION: SCHOOL BOARD reserves the right to temporarily suspend or cancel service at any service site by properly notifying CONTRACTOR a minimum of five (05) business days prior to scheduled service day. The District shall not be charged a service fee when proper notification is provided. CONTRACTOR shall only resume service when authorized by District Representative.

L. EQUIPMENT: CONTRACTOR shall have readily available and maintain all service vehicles, equipment, and accessories customarily used in the service industry, and as necessary to adequately and efficiently perform its contractual duties. It is understood that having the necessary and operable equipment is critical to the performance of the contract. Failure of Bidder to possess and maintain said equipment in good working condition may be deemed as a default of contract.

M. SAFETY MEASURES: CONTRACTOR shall take necessary steps to protect students, faculty, and general public from injury in the course of performing services. CONTRACTOR shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. For the safety of students and staff, CONTRACTOR is cautioned to avoid performing services during student drop-off/pick-up times.

N. PURCHASE ORDERS: All services shall be authorized via official SCHOOL BOARD Purchase Order only. Verbal purchase orders are prohibited and shall not be honored by CONTRACTOR. Purchase Orders issued pursuant to contract shall only include the specified services and firm, fixed fees as established herein.

O. INVOICES: CONTRACTOR shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Invoices that are received by the SCHOOL BOARD that are not properly and correctly prepared may cause delay of payment. Each service location shall be invoiced separately and each invoice shall contain, at minimum, the following information: invoice number; invoice date; service site location; date(s) of service; description of service; and, applicable service fee. CONTRACTOR shall submit one (01) invoice for each service location to the SCHOOL BOARD on a monthly billing cycle for charges incurred at the service site during the previous calendar month. CONTRACTOR shall ensure that all invoices reflect correct pricing and are submitted in entirety a minimum of thirty (30) calendar days prior to payment due date.

P. INVOICE VERIFICATION/CORRECTION: It shall be the responsibility of SCHOOL BOARD Representative to verify and approve all invoices prior to payment, and notify CONTRACTOR should a billing discrepancy be discovered. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, CONTRACTOR shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of CONTRACTOR to ensure that all invoices are correct. The repeated documented failure of CONTRACTOR to submit accurate invoices in the time and manner as specified may be deemed as a default of contract.

Q. METHOD OF PAYMENT: It is anticipated that payment shall be made by conventional check method after a properly prepared invoice has been received and processed. The SCHOOL BOARD shall not pay invoices in advance of service (prepay). Terms for early payment may be considered by the SCHOOL BOARD. The Purchasing Department shall work jointly and cooperatively with CONTRACTOR in resolving any delinquent payment issues.

R. ACTIVITY REPORTS: CONTRACTOR shall be responsible for maintaining information and records adequate to reasonably determine the level of activity for various categories of services in this contract, including estimated annual amount of waste collected. CONTRACTOR shall periodically be required to generate and submit activity reports to the SCHOOL BOARD Representative within five (05) business days of request.

14. SERVICE GUARANTEE. All services shall be performed in a professional manner, to the complete satisfaction of District, in accordance with customary, reasonable, and prudent standards of care as established within the service industry. CONTRACTOR shall afford SCHOOL BOARD most favored customer status, meaning that the quality of services shall meet or exceed that provided to other commercial customers of similar size and scope of this contract. The repeated failure to perform services in the time and manner as specified herein shall be deemed as a default of contract.

15. SERVICE COMPLAINTS. All performance related service complaints shall be reported by SCHOOL BOARD Representative to designated Account representative. It shall be the responsibility of CONTRACTOR to promptly resolve reported complaints pursuant to the applicable terms of this contract.

16. PACKAGING/SUPPLIES. CONTRACTOR shall provide each service site with the needed number of thirty (30) gallon medical waste outer containers with lids, red bag liners, labels, and fastening tape. It is forecasted that the Marion Technical College location will need a minimum of two (2) containers and the Custodial Department location will need a minimum of one (1) container. CONTRACTOR must provide additional containers if the need arises. Smaller size outer containers shall also be provided upon request by service site based on established service fee for thirty (30) gallon red bag liner. All specified packaging/supplies shall be provided and replenished each scheduled service date at no charge to the SCHOOL BOARD.

All medical waste outer containers and red bag liners provided by CONTRACTOR shall be approved for medical waste storage in accordance with all regulatory requirements and standards pertaining to packaging, marking, and labeling. Boxes shall be sealable, puncture resistant, and leak proof on sides and bottom. Red bag liners shall meet or exceed impact and tearing resistance and all other applicable requirements of Chapter 64E-16, F.A.C. All storage materials/supplies shall be subject to approval by District Representative prior to use. Samples shall be provided upon request at no charge to the District.

EXHIBIT B – SERVICE FEES

It is agreed and understood that the following fees shall apply for services provided by CONTRACTOR in performance of this Agreement. Fees shall be inclusive of all aspects of services required including, but not limited to, supervision, labor, technical expertise, customary equipment, specified packaging/supplies, transportation, travel time, environmental fees, insurance, profit, and any other direct and indirect cost associated with the execution and administration of the contract. No other charges or surcharges (i.e., trip charges, fuel, mileage, etc.) shall be applicable to this contract unless specifically permitted herein. It is understood that each red bag liner, once sealed, may contain multiple smaller size bags, including Sharps containers, which shall not cause an additional charge.

Service Category	Service Fee
Collection, transport, storage, treatment, and disposal of two (02) 30 gallon biomedical waste red bag liners collected from Marion Technical College on scheduled service day.	\$ 45.00 per box per service Per red bag liner
Collection, transport, storage, treatment, and disposal of one (01) 30 gallon biomedical waste red bag liner collected from Marion County Public Schools Custodial Services Department on scheduled service day.	\$ 45.00 per box per service Per red bag liner
Additional Bag: Each additional 30 gallon biomedical waste red bag liner collected at any or all designated service sites on scheduled service day.	\$ 45.00 Per red bag liner
Minimum Stop Fee: To be charged service site in-lieu of any service fee when no biomedical waste bag is collected on scheduled service day.	\$ 45.00

EXHIBIT C – INSURANCE REQUIREMENTS

All policies shall be endorsed to give The School Board of Marion County, Florida 30 days' notice of any material change or cancellation, and waiver of subrogation. Certificates of insurance and endorsements shall be provided prior to the commencement of any work, showing evidence of the following coverage's:

COMMERCIAL GENERAL LIABILITY: Issued by a company licensed in the state of Florida with a financial rating of B+ or better. This policy shall provide coverage for bodily injury and property damage liability that could arise directly or indirectly from the performance of this agreement. The policy must be written as an occurrence form and contractual liability and sexual abuse/molestation may not be excluded. Coverage shall be maintained for at least three years beyond the date of completion or delivery of work.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED, AND COVERAGE SHALL APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

LIMITS OF LIABILITY: \$1,000,000/\$2,000,000 Per Occurrence/Annual Aggregate

AUTOMOBILE LIABILITY: Issued by a company licensed in the state of Florida with a financial rating of B+ or better. This policy shall be written as an "Any Auto" and occurrence form policy.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED.

LIMITS OF LIABILITY: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. In the event the provider does not own any business vehicles, the District will accept hired and non-owned coverage in the limit amounts shown.

POLLUTION LIABILITY: CONTRACTOR shall procure and maintain Pollution Liability Insurance for the life of this Agreement. The School Board of Marion County, Florida shall be named as an additional insured on the certificate and an endorsement for additional insured provided for pollution liability insurance.

LIMITS OF LIABILITY: \$1,000,000 Per Occurrence/Claim

WORKERS' COMPENSATION: Provider must comply with § 440. Fla. Stat., Workers' Compensation and Employers' Liability, to include exemptions where applicable.

LIMITS OF LIABILITY:

Part One:	Statutory
Part Two:	\$500,000 Each Accident
	\$500,000 Disease - Policy Limit
	\$500,000 Disease - Each Employee

Certificate Of Completion

Envelope Id: 1DC11373-F5FC-4C59-8959-47A015DA2E67

Subject: Cooperative Purchasing Agreement for Biomedical Waste Disposal Services (PWD/250745)

Source Envelope:

Document Pages: 38

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

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Holder: Porsha Ullrich

pullrich@ocalafl.gov

Pool: StateLocal

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Signer Events

Kyle Hill

info@hillsshredexpress.com

Pres/Owner

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Kyle Hill
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Signature Adoption: Drawn on Device

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Signed: 8/4/2025 11:12:06 AM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2025 11:10:21 AM

ID: 2af70292-1436-4e9e-8c83-b19815c37dcd

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.
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Signature Adoption: Pre-selected Style

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Viewed: 8/5/2025 9:08:16 AM

Signed: 8/5/2025 9:08:45 AM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Ken Whitehead
5677F71E38874F4...

Signature Adoption: Pre-selected Style

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Signed: 8/5/2025 9:49:14 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

Signed by:

Angel B. Jacobs
8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure: Accepted: 8/5/2025 9:50:03 AM ID: 01a07780-4334-496c-8b4b-1f2ed118d20d		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2025 1:45:33 PM
Certified Delivered	Security Checked	8/5/2025 9:50:03 AM
Signing Complete	Security Checked	8/5/2025 9:51:11 AM
Completed	Security Checked	8/5/2025 9:51:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.