



School District of Escambia County Professional Services Agreement

The School District of Escambia County, Florida (the District or Party) does hereby retain the services of:

Contractor: **Insert company name**

Address: **Insert company address**

Telephone: **Insert company phone number**

Email: **Insert company email address**

To furnish certain professional services upon the following terms and conditions:

Article 1 - Location and Description of Services

Insert company name (the Contractor or Party) shall provide the following services during the term of this Agreement - **In a narrative paragraph provide the location (full address including zip code), date, times, description of services to be provided, who will be performing the services (by name if available), describe any materials, reports, data to be provided, define what qualifies completion by the Contractor.**

Article 2 - Term of the Agreement

The term of this Agreement shall be from the **effective start of service(s) date through service(s) end date**. This Agreement may be terminated by either Party upon fourteen (14) days prior written notice to the other Party. In event of cancellation, reimbursement of nonrefundable travel expenses incurred shall be subject to District review and approval and services performed prior to cancellation will be paid up to the date of cancellation.

Article 3 - Payment

The Contractor shall receive compensation for services rendered in a lump sum of **\$ x,xxx.xx**, all inclusive, following completion of all services to be performed.

To receive payment, the Contractor should submit a detailed invoice to the attention of: **enter name of person from the school or department to receive invoice, enter name of school or department and address** for services performed. (A detailed invoice should include at a minimum: date/time services were provided; name of service provider; number of attendees – if applicable, and a short description of services performed.) Copies of attendance records and

session evaluations, if applicable, should also be provided. Payment is due in full no more than thirty (30) days after the invoice date. All bills, invoices, statements or other claims for funds due under this Agreement will be submitted to the District no later than thirty (30) days after the expiration of this Agreement or they may be deemed waived.

Article 4 - Assignment

The Contractor shall not assign or transfer this Agreement or any interest or claim in this Agreement without prior written consent of the District.

Article 5 - Modifications / Amendment

Any amendment or modification of this Agreement shall not be effective unless in writing and upon the mutual consent of the Parties.

Article 6 - Non-Liability / Indemnification

In no event shall the District be liable for any claims or liabilities arising from the services furnished by the Contractor under this Agreement.

The School Board of Escambia County, Florida agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in §768.28(5), Florida Statute and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to this Agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Florida Statute.

Article 7 - The Contractor as an Independent Contractor

The Contractor will independently perform all services specified in this Agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by the Contractor to assist in the performance of this Agreement. The Contractor will not hire District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services. Individually either the District or the Contractor can be referenced in this document as "Party" and/or collectively as the "Parties".

A. The Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. The Contractor's relationship to the District under this Agreement shall be that of an Independent Contractor. The Contractor will not be considered an agent or employee of the District for any purpose.

B. As an Independent Contractor, the Contractor is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

C. Contractor shall provide all materials necessary for fulfillment of this Agreement, excluding the location, a projector and a screen (modify as required).

Article 8 - Compliance with Laws

The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. These licenses and permissions will be provided to the District if requested.

Article 9 - Governing Laws

This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The Parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The Parties hereby waive venue in any other forum.

Article 10 - Examination of Records

The Contractor agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Contractor involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

Article 11 - Covenant Against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by the Independent Contractor for the purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Article 12 - Conflict of Interest

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Contractor will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

Article 13 - Contractor Background Screening

If services are to be provided when District students are present, or the Contractor will have access to District funds, or the Contractor will be working directly with students, the following additional provision is herein incorporated and made a part of this Agreement by this reference:

Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Contractor and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes

and meet the standards established by the statutes. This certification will be provided to the District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will follow the procedures for obtaining employee background screening as outlined on the District Website: <https://www.escambiaschools.org/Page/1047>. The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

Article 14 - Prohibition Against Contracting with Scrutinized Companies

In accordance with Chapters 215 and 287, Florida Statutes, the School Board is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exist for the purpose of making profit." By entering into this Agreement, the Contractor certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. Contractor is specifically required to complete the attached State of Florida Vendor Certification Regarding Scrutinized Companies Lists form (Attachment C) included herein. Should the terms of this Agreement allow for renewals, the Contractor shall be required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board may terminate this Agreement if the Contractor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.

Article 15 - E-Verify

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as

defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of §448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year. Contractor will certify compliance by completing the attached State of Florida Vendor Certification Regarding E-Verify form (Attachment D) included herein.

Article 16 - Public Entity Crimes

Pursuant to § 287.133 Florida Statutes (2020), a Contractor, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 287.133 Florida Statutes.

Article 17 - General Conditions

A. ORDER OF PRECEDENCE: In the event of a conflict between this Agreement and any attached supplemental Contractor documents, this Agreement and the Required Enclosures enumerated in paragraph B shall take precedence.

B. REQUIRED ENCLOSURES: The following documents are attached, agreed to, and incorporated by specific reference. Sign or initial, as applicable, each document and return with the Agreement. Failure to do so may result in the rejection of the Agreement and the proposed services.

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: Attachment A.
- Escambia School District Risk Management Addendum: Attachment B.
- State of Florida Vendor Certification Regarding Scrutinized Companies Lists: Attachment C.
- State of Florida Vendor Certification Regarding E-Verify: Attachment D.
- Escambia School District Public Records Addendum: Attachment E.
- State of Florida Affidavit Regarding the Use of Coercion for Labor and Services: Attachment F.
- Guest Speaker Agreement Form: Attachment G. If needed, please attach a separate form for each speaker.

C. SEVERABILITY: If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. PUBLICITY: If either Party wishes to issue a press release or engage in marketing activities in connection with this Agreement, such releases will be subject to prior review and written approval of the other Party, which shall not be unreasonably withheld or delayed.

E. FORCE MAJEURE: Neither Party shall be liable for delay or failure to perform any of its obligations, except for the payment of any fees or expenses due for services performed, to the extent that such delay or failure arises from any cause beyond that Party's reasonable control.

F. NOTICES: Any notice or communication in writing shall be deemed delivered upon either:

- (1) the date of delivery, if done in person; or
- (2) the date of delivery as indicated on registered or certified mail with return receipt requested with verifiable tracking.

G. CONSTRUCTION: If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Approval and Effective Date

This Agreement constitutes the full agreement of the Parties. This Agreement shall not be binding until signed by all Parties, as appropriate, and shall be effective as of the date last written below.

The School District of Escambia County, FL: **Provide vendor name:**

By: _____
Allison Watson, Director of Procurement

By: _____
Provide Name and Title of Signer

Date

Date

Contractor shall not commence work until this Agreement is signed by both Parties and the Contractor is in receipt of a District Purchase Order issued in conjunction with this Agreement.

Attachment A

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

Provide

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

Provide

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

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

Attachment B
ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its subcontractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Initials of each Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Attachment C
State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment D
State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School - District (ECSD) or Escambia County School - Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: **Provide**

Date: _____

Attachment E
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the 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 for by law. If a Contractor does not comply with the School Board's request for records, the School Board shall enforce the provisions in accordance with the contract.

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 the Contractor does not transfer the records to the School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each
Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505

Attachment F
State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes 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 Escambia County School Board is a governmental entity for purposes of this statute.

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: **Provide**

Date: _____

Attachment G
GUEST SPEAKER AGREEMENT FORM

I (Print your First and Last Name) _____ agree not to communicate in any form, or teach in any capacity, the divisive concepts listed below (as expressed in Florida House Bill 7 <https://www.flsenate.gov/Session/Bill/2022/7>), while carrying out the services outlined in a Professional Service Agreement or any other speaking and teaching agreement between myself and the School District of Escambia County, Florida.

Divisive Concepts

1. One race or sex is inherently superior.
2. The United States is fundamentally racist or sexist.
3. An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive.
4. An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex.
5. Members of one race or sex cannot and should not attempt to treat others without respect to race or sex.
6. An individual's moral character is inherently determined by his or her race or sex.
7. An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex.
8. An individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex.
9. Meritocracy or traits, such as a hard work ethic, are racist or sexist or were created by a particular race to oppress another race.
10. Any other form of race or sex scapegoating or race or sex stereotyping.

Race or Sex Scapegoating

Definition: Assigning fault, blame, or bias to a race or sex, or to a member of a race or sex because of his or her race or sex. The term includes any claim that, consciously or subconsciously, and by virtue of his or her race or sex, a member of any race is inherently racist or is inherently inclined to oppress others, or that a member of a sex is inherently sexist or is inherently inclined to oppress others.

Race or Sex Stereotype

Definition: Ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Signature _____

Date _____