



School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES Charter Bus Services

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “**School Board**”, and _____ (Legal Name of Contracting Party/Organization) hereinafter referred to as the “**Contractor**”, is as follows:

1. Description of Services.

Contractor shall Provide transportation to and from the schools for students as per the quote found in Attachment One in accordance with the following.

- a. Said services shall be completed to the satisfaction of the school principal.
- b. The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement listing names, addresses and anticipated amounts to be paid to additional **Contractors** will be required.

2. Location of Services.

Performance of services cited above will be conducted in accordance with the locations described in Attachment One for students who will be transported to and from their school.

3. Term.

The term of this agreement is specific to dates found in Attachment One, unless terminated as provided herein, or extended by supplement to this agreement.

4. Termination.

The **School Board**, or designee , may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only.

5. Compensation and Payment.

Based on the completion of services described in Attachment One, the **Contractor** shall receive payment as identified in Attachment One. **School Board's** payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of **Contractor's** invoice and completion of services. The Local Government Prompt Payment Act request the **School Board** to pay a correct and undisputed invoices within 45 days of the **School Board's** Accounts Payable Department's receipt of said invoice. The **School Board** shall incur no obligation of payment until issuance of a purchase order to **Contractor**. No other fees or expenses are authorized.

6. Independent Contractor.

The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

7. Insurance Requirements.

The **Contractor** shall carry and maintain as a minimum the following coverage from an insurance carrier(s) that maintain a rating of "A-" or better and a financial size category of "VI" or higher per the A. M. Best Company and provide evidence of insurance as required by the School Board's Office of Risk Management, which may include, without limitation, professional liability, general liability, cyber liability, worker's compensation and auto liability insurance coverage in accordance with the scope of services. The contractor will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

- a. The Certificate of Insurance shall list the Deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the services being provided.

b. The Contactor shall maintain insurance, as follows:

- (i) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each Occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$5,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1person	\$10,000

- Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an endorsement must be attached to the certificate of insurance for services provided on any campus when students are present.
- An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis. Additional Insured shall be listed as: **School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967**
- Coverage is to be written on an occurrence form basis and shall apply as primary.
- Defense costs are to be in addition to the limit of liability.
- Coverage should extend to independent **Contractors** and fellow employees.
- Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insureds clause.

- (ii) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Professional Service Provider does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

- (iii) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

- (iv) The **School Board** shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

8. STANDARDS

The Contractor will ensure its buses are inspected by an approved DOT Inspection Company once a year and meet all of the School District's standards for providing transportation to students prior to each trip.

A copy of the FMCSA Annual Vehicle inspection Label and Annual Inspection Report will be submitted to the Risk Management Department of the **School Board** prior to the first day of Services.

- a. Vehicle Standards. **Contractor** will transport students in their inspected bus and follow all School District guidelines for student capacity and procedures.
- b. Driver Standards. The driver for the **Contractor** will hold a CDL license for transporting students and adults. A copy of the driver's CDL license will be submitted to the Risk Management Department of the **School Board** prior to the first day of Services.

9. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

10. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

11. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the **School Board**, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor, Subcontractor**, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any **Subcontractor** or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any **Subcontractor** under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

12. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

13. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the **Contractor**, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for

immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

14. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

15. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS AT Brenda Davis, 772-564-3149, Brenda.Davis@IndianRiverSchools.org located at 6500 57th Street, Vero Beach, Florida 32967.

- a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The **Contractor** acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b. The **Contractor** shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the **School Board** in order to perform the scope of services.
- c. Upon request by the **School Board**, the **Contractor** shall provide the **School Board** with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d. The **Contractor** shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Contractor** does not transfer the public records to the **School Board** as indicated below.
- e. The **Contractor** shall comply with all requirements for retaining public records and shall transfer, at no cost to the **School Board**, all public records in the possession of the **Contractor** upon termination or expiration of this Agreement. The **Contractor** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the **School Board** in a format that is compatible with the information technology systems of the **School Board**.
- f. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the **School Board**.

Further, the **Contractor** shall fully indemnify and hold harmless the **School Board**, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the **Contractor's** failure to comply with these requirements.

16. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the **School Board** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

17. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, **Subcontractors** or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are

present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

18. **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

19. **COMPLIANCE WITH BOARD POLICIES**

Contractor certifies agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

20. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

21. DEBARMENT

By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, 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 not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Have not been debarred by the **School Board** pursuant to **School Board** policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to **Contractor** or its principals.

22. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

23. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

24. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

25. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

26. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address: The address for **Contractor/Vendor** for all purposes under this agreement and for all notice hereunder shall be:

Company Name: _____

Name and Title: _____

Address: _____

Telephone: _____

Email Address: _____

School Board Address: The address for the **School Board** of Indian River County for all purposes under this agreement and for all notice hereunder shall be:

Company Name: The School Board of Indian River County

Name and Title: Office of the Superintendent

Address: 6500 57th Street, Vero Beach, Florida 32967

With a copy to:

School or Department: _____

Name and Title: _____

Address: _____

Telephone: _____

Email Address: _____

CONTRACTOR

SCHOOL BOARD OF INDIAN RIVER COUNTY

(Company Name)

(Signature of Principal/Administrator)

(Signature)

(Printed Name of Principal/Administrator)

(Printed Name, Title)

(School Name/Location)

(Address)

(Address)

(Date)

(Date)

(Telephone)

(Telephone)

(Email Address)

(Email Address)

(Business FEIN or Individual SSN)
