

**SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
ANNUAL AGREEMENT FOR CHARTER BUS SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (hereinafter referred to as the "Agreement") is made and entered into by and between The School Board of Okaloosa County, Florida, operating a district school system in the State of Florida, whose address is 120 Lowery Place SE, Fort Walton Beach, FL, 32548 (hereinafter referred to as "School Board and/or District") and _____, whose address is _____, (hereinafter referred to as "Contractor"), for the purpose of providing Charter Bus Services to the District.

WITNESSETH

WHEREAS, the School Board desires for Contractor to perform and provide the District with Charter Bus Services as requested by the District and more particularly described herein below; and,

WHEREAS, Contractor is willing to perform and provide such services.

NOW, THEREFORE, in consideration of the representations and agreements contained herein, the parties hereby agree as follows:

1. SCOPE OF SERVICES.

This contract is a base agreement with the School Board to avoid re-execution of complete contract documents each time a charter bus trip needs to be scheduled. Companies with contracts on file will have provided appropriate assurances and liability insurance certificates to be maintained by the District for the period noted in this Agreement. Contractors with approved agreements will be listed on the District's Purchasing Department website as approved Charter Bus Companies. Schools/departments will be directed to utilize only companies included on the approved Charter Bus Company list. Contractor shall extend contract terms and conditions to all schools, PTO's, athletic boosters, band boosters, and other support organizations that provide direct support for student activities. When a need for charter bus services arises within the District, solicitations for quotes will be taken as necessary to determine the contractor who will receive the specific business for that trip/activity. The contractor chosen for the trip will then provide a trip addendum to the school/department. The trip addendum shall include specific information about the trip, times, places, and the total cost of the trip to include: cost of the driver, driver's lodging (if applicable), gratuity, parking, fuel, insurance, maintenance of buses and any other costs of operation and shall be agreed to by the requesting school/department. Additional signature by the District contracting official of the trip addendum will not be required as long as this Agreement is on file and the term has not expired. If the trip addendum contains any additional terms, those terms must be agreed to in writing by an authorized official of the District's Purchasing Department. The school/department will upon acceptance of quote confirm reservations by issuing a school or District purchase order. Receipt of a school/department purchase order will be binding on the Contractor to provide services as stated. There will be no deposits or other payments made in advance to the Contractor. The purchase order will be binding on the school/department to pay for services rendered. In the event of any conflict, the terms of this Agreement shall prevail.

2. **TERM AND TERMINATION.**

The term of this Agreement shall commence on the date last signed by both parties and shall continue for an initial term through June 30, 2014 (end of the current fiscal year) unless terminated or extended as provided herein. This Agreement may be extended by mutual agreement of the parties for four (4) additional one (1) year periods. Contract period for extension years will begin on July 1 and end on June 30.

Either party shall have the right to terminate this Agreement without cause at any time giving thirty (30) days notice in writing to the other party. Upon notice of cancellation Contractor shall be required to fulfill all outstanding obligations for scheduled trips or reimburse the District for any difference in cost for a rescheduled trip resulting in a higher expense to the District.

The District does not guarantee Contractor any minimum or maximum amount of business during the term of this Agreement.

3. **CONTRACTOR RESPONSIBILITIES AND REPRESENTATIONS.**

Contractor warrants the following:

- 3.1 That all buses shall be clean and have operational air conditioning and restrooms, and that driving staff are prepared with accurate routing information.
- 3.2 That all buses and equipment necessary to fulfill this charter bus agreement are in good working order with no safety defects at the time of departure, and conform to proper standards of the industry. All operational procedures and buses must meet all State and Federal Motor Carrier Laws and be registered as a regulated common or ICC carrier. The District reserves the right to request documentation for proof of compliance to applicable laws.
- 3.3 That in the event of mechanical breakdown, or accident, the Contractor shall be responsible to timely provide substitute buses or to subcontract with another approved vendor from the District approved Charter Bus Company list, if necessary to complete its obligation. Only vendors approved on the list may be used as subcontractor. If the school/department has deadlines to meet, the Contractor will take whatever action necessary to ensure deadlines are met and the destination is reached within the original time required to avoid default. Default will result in the release of any financial obligation the District has with the Contractor for the particular trip.
- 3.4 That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations for the class and type of vehicle to be driven. Contractor shall maintain a record of each driver's CDL number and be able to show proof that each driver is properly licensed.
- 3.5 That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

- 3.6 That all driving staff provided conform to all applicable requirements for motor carrier drivers.
- 3.7 That all driving staff: shall dress neatly in work attire; shall not possess or be under the influence of alcohol, drugs or any illegal substances while transporting students; shall not use tobacco products while transporting students; shall be prohibited from using cell phones (talking or texting) while transporting students; shall wear ID badges at all times; shall be legally allowed to work in the United States in accordance with immigration policy; shall not interact with the student population; and shall have been cleared under the background screening requirements of section 5 of this Agreement
- 3.8 That Contractor has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind the contractor.

4. DISTRICT (CHARTERING PARTY) RESPONSIBILITIES AND REPRESENTATIONS.

District (chartering party) warrants the following:

- 4.1 That detailed itineraries will be complete 10 days prior to departure and provided to the contractor.
- 4.2 That the school/department will provide one or more approved chaperones per bus to accompany students on all trips.
- 4.3 The school/department shall abide by the Contractor's policy regarding food or drink that is allowed on board. Large coolers shall be stored in cargo areas. Small coolers may be allowed on board at the discretion of the Contractor.
- 4.4 The school/department agrees to abide by applicable federal, state and local laws and School Board policies. The school/department group leader shall aid in the enforcement of compliance with applicable laws and policies. Itineraries shall allow for compliance with federal regulations regarding drivers on duty and driving time.

5. BACKGROUND SCREENING.

Contractor shall comply with all requirements of the Jessica Lunsford Act (Florida Statute 1012.465). In accordance with Section 1012.465, Florida Statutes, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes, unless otherwise exempted from such requirements by Section 1012.467 or Section 1012.468, Florida Statutes. A Level II screening includes conducting a background check and filing with the District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized District agent trained to take fingerprints. The Contractor

shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees.

Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or enter a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school sponsored activities when students are present, or to have access to District funds.

It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is later convicted of, or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04, Florida Statutes, the Contractor will notify School Board within 48 hours of such.

The parties agree that the Contractor's failure to perform any of the duties described in this section will constitute a material breach of this Agreement entitling the School Board 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 School Board, 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 section or Sections 1012.32, 1012.465, 1012.467 or 1012.468, Florida Statutes.

All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting Office for clearance onto school property. An orange badge signifies that a vendor has a Level II clearance with **full access** to school property and is valid for 5 years. A burgundy badge signifies that a vendor has **limited access** to school property and is valid for 1 year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

6. TRIP CANCELLATION.

In such cases where it is necessary for the school/department to cancel a scheduled trip, due to unforeseen circumstances, school/department personnel will strive to notify Contractor as soon as possible. In cases where cancellation of a trip by the school/department occurs at least ten business days prior to date of trip there will be no trip and/or penalty charges assessed. For cancellation of a trip by the school/department less than ten business days prior to the date of trip a penalty payment of 10% or \$200.00 per bus, whichever is less, will be paid to the Contractor upon invoicing unless the cancellation is the result of complaint/removal procedures. Cancellations made by the Contractor at least ten business days prior to the date of trip will be accepted by the school/department with no penalty. Cancellations made by the Contractor less than ten business days prior to the date of the trip will include a penalty payment to the school/department of 10% or \$200.00 per bus, whichever is less. Continued cancellations may result in the removal of the Contractor from the list of approved contractors.

7. TARDINESS AND ADDITIONAL EXPENSES.

- 7.1 Should Contractor arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements, if any, either made by District personnel or Contractor, will be the responsibility of Contractor.
- 7.2 Contractor shall be responsible for any additional costs incurred by the District due to Contractor's failure to provide the services in accordance with this Agreement, including but not limited to, breach of any warranty or representation in Section 3 Contractor Responsibilities and Representations, mechanical failure, or tardiness.

8. PAYMENT TERMS.

Net 10 days after trip is completed. No services shall be performed for the District by Contractor by virtue of this Agreement alone. Services must be requested through issuance of a valid school or District purchase order. The school/department will upon acceptance of quote confirm reservations by issuing a school or District purchase order. Receipt of a school or District purchase order will be binding on the Contractor to provide services as stated. There will be no deposits or other payments made in advance to the Contractor. The purchase order will be binding on the school/department to pay for services rendered.

9. INDEPENDENT CONTRACTOR.

Contractor shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer or partner of the School Board. All persons furnished, used, retained or hired by or on behalf of Contractor shall be considered to be solely the employees of Contractor, and Contractor at all times shall maintain supervision and control over its employees as is necessary to preserve its independent contractor status. Contractor shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

10. COMPLIANCE WITH LAW.

Contractor warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Contractor and its drivers.

11. LIMITATION OF LIABILITIES.

Except for the obligation of the school/department using transportation services to pay Contractor pursuant to the terms of this Agreement, the School Board shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

12. INDEMNIFICATION.

Contractor shall protect, defend, indemnify and hold the School Board of Okaloosa County, Florida, its officers, Board members and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the

injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Contractor's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the District. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use legal counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

13. INSURANCE.

Contractor shall furnish, with their response, a Certificate of Insurance as proof of the following coverage. Certificate must contain a provision for notification to the School District of Okaloosa County Risk Management Department thirty (30) days in advance of any material change in coverage or cancellation. The School Board of Okaloosa County, Florida, shall be listed as an additional insured on the certificate of insurance.

1. General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury and property damage limits of not less than \$1,000,000 per occurrence.
2. Automobile Liability Insurance of not less than \$1,000,000 per occurrence for common carrier to provide in-state transportation services or \$5,000,000 per occurrence for Interstate Commerce Commission (ICC) carrier to provide out of state transportation services.
3. Workers' Compensation and Employers' Liability Insurance will be maintained as required by applicable Florida law.

Send Certificate Renewals to:
Okaloosa County School District
Risk Management Department
120 Lowery Place SE
Fort Walton Beach, FL 32548
Attn: Ruth Landen
Phone: (850) 833-3190
Fax: (850) 833-3195

14. NON-EXCLUSIVE AGREEMENT.

Under no circumstances shall this Agreement be construed or interpreted as an exclusive dealing agreement. The School Board is free at any time to contract for similar services with any other party, or to perform such services itself.

15. SITE RULES AND REGULATIONS.

Contractor shall use its best efforts to ensure that its employees and subcontractors comply with all site rules and regulations while on the premises of the District and its affiliates or clients.

16. SUSPENSION OF SERVICES.

School Board reserves the right to suspend and reinstate execution or the whole or any part of the services without invalidating the provisions of this Agreement. Orders for suspension or reinstatement of services will be issued by the District to Contractor in writing.

17. FORCE MAJEURE.

Neither party shall be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control.

18. 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 exception regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund raising.

19. PUBLIC RECORDS.

This Agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

20. NO WAIVER.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

21. 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, national or ethnic origin.

22. 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 government 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.

Contractor agrees to notify School Board within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs 22(a)-(d) above, with respect to Contractor or its principals.

23. SUBSEQUENT CHANGES IN AGREEMENT.

This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each party.

24. NOTICES.

All notices given hereunder shall be in writing and deemed duly given upon personal delivery or on the third business day following the date on which each such notice is deposited postage prepaid in the U.S. Mail, registered or certified, return receipt requested. All notices shall be delivered or sent to the other party at the address shown below or at any other address as the party may designate by ten (10) calendar days prior written notice in accordance with this provision.

If to School Board: The School Board of Okaloosa County, Florida
120 Lowery Place SE
Fort Walton Beach, FL 32548
Attn: Vince Windham, Program Director - Purchasing

If to Contractor: _____

25. **GOVERNING LAW.**

This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Florida.

26. **DUPLICATE ORIGINALS.**

Duplicate originals of this Agreement shall be executed, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. In proving this Agreement it shall not be necessary to produce for more than one (1) such original.

27. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof which are not fully expressed herein.

IN WITNESS WHEREOF, each of, the parties has caused this Agreement to be executed in duplicate originals by its respective duly authorized representative on the dates indicated below to be effective on the date last signed by both parties.

_____	<u>The School Board of Okaloosa County, Florida</u>
Company Name	
_____	By:_____
Signature	Rodney L. Walker, Chairman
_____	_____
Printed Name	Date
_____	ATTEST:
Title	
_____	By:_____
Date	Mary Beth Jackson as Superintendent and Corporate Secretary

Company Address	

Contact Name (For Quotes)	

Phone (For Quotes)	

Email (for Quotes)	

Toll Free Phone	