

## **Steps to be added as an Approved Tour Company on DCPS Tour Company list.**

1. DCPS Vendor Application, along with W-9 form (sent to purchasing). If you have already applied as a Vendor with DCPS Purchasing, you do not need to provide a new application. Please contact Sherry Harding (904) 858-6218 if you are not sure if you have a DCPS Vendor Number. <http://dcps.duvalschools.org/Page/9130>
2. Provide a signed version of the AGREEMENT FOR TOUR COMPANY SERVICES emailed or original delivered to Transportation Business Office. A complete list of required documents is listed below. All Agreement Documents must be signed by an Officer of the Company as registered with the State of Florida. Please review Sunbiz Registration before submitting documents for approval. <https://dos.myflorida.com/sunbiz/search/>

DCPS  
Transportation Business Office  
129 King Street, Room 17  
Jacksonville, FL 32204

D  *Common Carrier / Tour Company Information Sheet (current year)*

E  *Agreement for Tour Company Services signed (19 pages)*

F  *Exhibit A Federal forms (5 pages)*

- *Federal Regulatory Compliance Statement*
- *Drug Free Workplace Certification*
- *Certification Regarding Debarment, Suspension, and Other Responsibility*   
*Matters*
- *Non-Collusion Affidavit*

G  *Certificate(s) of insurance (email to ~~YBO~~)*

3. After submission the executed agreement will be emailed to you directly from DCPS Office of General Counsel. When executed, you can provide services to DCPS schools.

**Questions? Please call 904-858-6200 and ask for the Transportation Business Office.**







another approved vendor from the District-approved Common Carrier list, if necessary to complete its obligation. The Contractor may only use District-approved vendors as subcontractors. The Contractor will take the actions necessary to ensure deadlines are met and the destination is reached within the original time required to avoid default. Default may result in the reimbursement of the trip fee or the release of any outstanding financial obligations the District has with the Contractor for the particular trip. A non-approved Contractor may not be used, at any time, without contacting the Transportation Department for directions.

4.4 That all driving staff are properly certified and licensed under any and all laws, rules and regulations of any authority having jurisdiction, for the class and type of vehicle to be driven. Contractor shall maintain a record of each driver's CDL number and maintain proof that each driver is properly licensed.

4.5 That all driving staff have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction.

4.6 That all driving staff conform to all applicable requirements for motor carrier drivers, as required by the Federal Motor Carrier Safety Administration.

4.7 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 while transporting students and follow all applicable State and Federal laws regarding the use of cell phones / other electronic devices; shall wear ID badges at all times; shall interact with the student population in a professional manner

4.8 That if Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; and (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement.

5. District Responsibilities and Representations. The District agrees to the following:

5.1 That detailed itineraries will be provided two (2) weeks prior to the trip and a final itinerary will be provided to the Contractor seventy-two (72) hours prior to departure. Itineraries shall allow for compliance with federal regulations regarding drivers on duty and hours of service.

5.2 That the District will provide the number of approved chaperones per bus to accompany students on all trips.

5.3 The District shall abide by the transporter's policies regarding food or drink that is allowed on board. Large coolers shall be stored in cargo areas if applicable. Small coolers may be allowed on board at the discretion of the transporter.

5.4 The District agrees to pay a deposit in the full amount of services quoted thirty (30) days prior to the scheduled date of the trip if required by the Contractor.

6. Background Screening.

6.1 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 District, 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.

6.4 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 District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement.

6.5 All contractors, vendors, individuals and other entities under contract with the District, and the employees and subcontractors of any contracting party must possess a badge issued through the Duval County School District School Police Office for clearance onto school property. Contact the Duval County School District School Police Office at (904) 858-6100 for additional information on screening and clearance procedures.

7. Trip Cancellation. In such cases where it is necessary for the District to cancel a scheduled trip, then the District will strive to notify Contractor as soon as possible. For purposes of this section, a School Day is any day where classes are in session for students.

In cases where cancellation of a trip by the District occurs five (5) or more School Days prior to the date of the trip, then no trip and/or penalty charges will be assessed. Contractor shall return to the Department any funds (minus the deposit) paid by the District to the Contractor (or by the Contractor to outside trip vendors if the Contractor can retract such funds from the outside trip vendor, even if the funds can only be returned in the form of vouchers, tickets, or the like). These funds will be returned to the District within ten (10) business days.

In cases where cancellation of a trip by the District occurs less than five (5) School Days prior to the date of trip, the District will pay the Contractor a penalty payment of \$300.00 per bus, the Contractor will retain any deposit, and the Contractor will return any funds paid by the District to the Contractor (or by the Contractor to outside trip vendors if the Contractor can retract such funds from the outside trip vendor, even if the funds can only be returned in the form of vouchers, tickets, or the like). These funds will be returned to the District within ten (10) business days.

In cases where cancellation of a trip by the District occurs due to Contractor suspension (see section 17 of this contract) or events falling within the force majeure provision (see section 18), regardless of how far in advance of the trip the cancellation occurs, no trip and/or penalty charges will be assessed. If the cancellation is due to Contractor suspension, the Contractor shall return any deposit and funds paid by the District to the Contractor (or paid by the Contractor to outside trip vendors if the Contractor can retract such funds from the outside trip vendor, even if the funds can only be returned in the form of vouchers, tickets, or the like). These funds will be returned to the District within ten (10) business days.

Cancellations made by the Contractor at least twenty (20) business days prior to the date of trip will be accepted by the District with no penalty and any deposit and funds paid to the Contractor (or paid by the Contractor to outside trip vendors if the Contractor can retract such funds from the outside trip vendor, even if the funds can only be returned in the form of vouchers, tickets, or the like) will be returned by the Contractor to the District. These funds will be returned to the District within ten (10) business days.

Cancellations made by the Contractor less than twenty (20) business days prior to the date of the trip will result in Contractor's return of any deposits and funds paid by the District plus an additional

penalty payment made by the Contractor to the District in the amount of \$300.00 per bus, to be paid within ten (10) business days.

Continued cancellations may result in the removal of the Contractor from the list of School District-approved contractors. All cancellations by either party shall be made in writing

8. Tardiness and Additional Expenses.

8.1 Should Contractor arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements, if any, made by District personnel or Contractor, will be the responsibility of the Contractor. Contractor agrees to return all funds received, including deposits, should the alternative arrangements result in a complete cancellation of Contractor's services. Should a partial cancellation occur, the School District will determine the appropriate pro rata rate upon which to compensate Contractor.

9. Payment Terms. Payments will be made in accordance with the Florida Local Government Prompt Payment Act set forth in sections 218.70, et seq., Florida Statutes.

10. Independent Contractor.

10.1 Contractor is 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 District. All persons subcontracted, furnished, used, retained or hired by or on behalf of Contractor shall be considered to be solely the employees of Contractor. At all times the Contractor shall maintain supervision and/or coordinate control over its employees as is necessary to preserve its independent contractor status.

10.2 If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

10.3 It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the Contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the Contractor represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the Contractor.

11. Employment Eligibility. The parties agree to comply with their respective obligations pursuant to section 448.095, Florida Statutes.

12. Indemnification. Contractor shall protect, defend, indemnify and hold the School Board of Duval 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 District 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 District. The provisions of this section shall survive the expiration or earlier termination of this

Agreement.

13. Federal Funds. The District may use federal funds for its payment pursuant to the Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following documents, all of which shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. The federal forms are attached hereto as composite Exhibit A and are incorporated herein by this reference.

14. Insurance. The District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to continuously maintain insurance coverage according to the types and levels of insurance set forth in Exhibit B to this Agreement.

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

16. 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.

17. Suspension of Services. The District reserves the right to suspend Contractor from the Approved Tour Company List at any time due to the actions or inactions of the Contractor or any employee, agent, officer, director, partner, or other person acting on behalf of the Contractor, when such action(s) violate the terms of this Agreement (including any change to the payment terms or the refusal to return monies to a department/school) or might affect the health, safety and welfare of District students, staff, volunteers or the general public. Orders for suspension or reinstatement to the approved list will be issued by the District to Contractor in writing. Suspensions may remain in effect for up to 365 days.

18. 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, local or state or national emergencies, pandemics, other catastrophes, or similar "force majeure" events beyond a party's reasonable control.

19. Taxes. The District 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.

20. Public Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

- a. Keep and maintain public records required by the District in order to perform the service.
- b. Upon request from the District's custodian of public records, provide the District 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 the 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, 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 Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.**

21. 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. Further, the failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

22. Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

23. Subsequent Changes in Agreement. This Agreement may be modified only by an amendment executed in writing by each party.

24. Notices. Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or



30. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

31. Disclosure of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

32. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

33. No Assignment. Neither the Agreement, nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

34. Publicity. Contractor shall not use the District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the District's prior written approval.

35. Facsimile and Scanned Signatures. This Agreement may be signed via counterpart and facsimile or scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

*[Signatures follow on next page]*

*[Signature Page to 2022-2023 Tour Company Agreement]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

Contractor Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Contractor's Contract Administrator:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

*[Signatures continued on next page]*

*[Signature Page to 2022-2023 Tour Company Agreement]*

**THE SCHOOL BOARD OF DUVAL  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Dr. Diana Greene,  
Superintendent of Schools and  
Ex-Officio Secretary to the Board

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

By: *[Signature not required per Policy 7.41]*  
Darryl Willie, Chairman

**EXHIBIT A – COMPOSITE FEDERAL FORMS  
FEDERAL REGULATORY COMPLIANCE STATEMENT**

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.
8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.**

NAME OF COMPANY: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE/DATE

\_\_\_\_\_  
NAME/TITLE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) 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 by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have 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 a 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.
3. Contractor agrees to notify the District within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, or terminations as described in subsections (a)-(d) herein, with respect to Contractor or its principals.

NAME OF COMPANY: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
NAME/TITLE of AUTHORIZED REPRESENTATIVE



## **INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

**NON-COLLUSION AFFIDAVIT**

**State of FLORIDA**

**County of DUVAL**

I state that I am the \_\_\_\_\_ of the undersigned organization, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) The undersigned organization, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

NONE

I attest that the undersigned organization, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

NAME OF COMPANY: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
NAME/TITLE of AUTHORIZED REPRESENTATIVE

## **EXHIBIT B – INSURANCE REQUIREMENTS**

A. Required Insurance. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Insurance shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

(a) The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000 Each Accident  
\$1,000,000 Disease - Each Employee  
\$1,000,000 Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

(a) The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence

(c) The Contractor shall include the District and the District's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

(a) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The District and the District's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the District and the District's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability,

Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify this Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in this Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than ten (10) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by the District, the Contractor shall, within ten (10) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

#### C. Qualification of the Contractor's Insurers

1. Insurers providing the insurance required by this Agreement for the Contractor must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of this Agreement.

D. The Contractor's Insurance Primary and Non-Contributory. The insurance provided by the Contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. The Contractor's Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by the District Approval/Disapproval. Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this Agreement. **NOTICE: Proof of the above required insurances shall be provided by the Contractor at the inception of this Agreement and with each insurance renewal. Failure to provide the proof of insurances shall constitute a breach of the Agreement and shall result in removal from the Common Carrier list.** Contractor agrees to maintain insurance coverage according to the types and levels of insurance required by the Federal Motor Carrier Safety Administration (FMCSA).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED...

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A-F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

1M Combined single limit OR 1M bodily per person plus 1M per accident plus 1M property

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

The Duval County Public Schools', Board Members, Officers, Employees and Agents of the Board are hereby listed as an additional insured with respects to work performed by the named insured...

CERTIFICATE HOLDER CANCELLATION

Form containing Certificate Holder information (Duval County Public Schools') and Cancellation notice (Should any of the above described policies be cancelled before the expiration date thereof...)

## CHAPTER 7.00 BUSINESS SERVICES

### **AUTHORITY TO SIGN CONTRACTS, AGREEMENTS AND MEMORANDA OF UNDERSTANDING**

**7.41**

Once procured in accordance with Policy 7.70 hereafter and form approved by the Office of Legal Services, the Superintendent is authorized to approve and execute contracts, agreements and memoranda of understanding for goods and/or services on behalf of the Board so long as the amount to be paid by the District to third party(ies) pursuant to the contract, agreement, memorandum of understanding is \$75,000 or less per fiscal year. All contracts, agreements, and memoranda of understanding signed pursuant to this Policy will be reported to the Board on a quarterly basis. The following items include, but are not limited to, the following examples:

- I. cooperative agreements with other educational agencies
- II. agreements with providers of before and after-school care
- III. partnership school agreements
- IV. rental or license agreements for conference halls, auditoriums, or meeting space
- V. agreements for clinical experience programs
- VI. agreements with other governmental bodies that do not entail expenditure of school funds
- VII. joint-use-of-facility agreements
- VIII. school health services agreements
- IX. agreements with other entities that fund school system programs
- X. agreements for the District to provide products or services to other parties
- XI. school mental health agreements
- XII. mobile home security agreements
- XIII. interagency agreements
- XIV. a change order, amendment, or renewal to an agreement or contract which did not originally require Board approval
- XV. license agreements for software or other materials
- XVI. any other agreement that is deemed to be routine and of a type similar to those listed.

Notwithstanding anything to the contrary herein, Policy 7.70 shall govern contracts for the purchase of commodity products or services (including, without limitation, the authority of



## CHAPTER 7.00 BUSINESS SERVICES

the Superintendent to execute contracts or agreements and report commodity purchases to the Board according the criteria and monetary threshold set forth in Policy 7.70). Commodity products or services are defined as normal, routine items used in the routine operation of the district.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.41, 1001.42, F.S.**

**HISTORY:**

**ADOPTED: April 18, 2000**

**REVISION DATE(S): 09/07/10**

**11/10/08**

**09/02/2014**

**FORMERLY: DHA**