Steps to be added as an Approved Common Carrier on DCPS Common Carrier list.

1. DCPS Vendor Application, along with W-9 form (sent to purchasing)
   http://dcps.duvalschools.org/Page/9130

2. Provide a signed original of the Agreement for Common Carrier Bus Services mailed or hand delivered to Transportation Business Office. (must be the entire agreement)

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

   Common Carrier / Tour Company Information Sheet (current)
   Common Carrier Agreement signed (10 pages)
   Federal forms
   a) Federal Regulatory Compliance Statement
   b) Drug Free Workplace Certification
   c) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
   d) Non-Collusion Affidavit
   Certificate(s) of insurance (email to stolpa@duvalschools.org)
   Driver List

3. Setup background information for drivers via School Police. (instructions provided)
   - All drivers must be fingerprinted via Florida statewide clearance system “fieldprint”.
   - Once cleared, DCPS School Police will notify Common Carrier of drivers’ clearance.
   - DCPS School Police will request copies of all cleared drivers statewide badges or request Common Carrier to provide I-9 information for cleared drivers.
   - Upon clearance, drivers will receive a DCPS vendor badge which must be worn at all times during field trips.

Questions please call 904-858-6200 and ask for the Transportation Business Office.
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
AGREEMENT FOR COMMON CARRIER SERVICES

THIS AGREEMENT FOR COMMON CARRIER SERVICES (the “Agreement”) is dated effective ________, 2019, and is made and entered into by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida, whose address is 1701 Prudential Drive, Jacksonville, FL 32207 (the District”) and the undersigned common carrier provider (the “Contractor”), for the purpose of providing Common Carrier Services to the District.

WITNESSETH

WHEREAS, the District desires for Contractor to perform and provide the District with Common Carrier Services as requested by the District and more particularly described herein below; and,

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

WHEREAS, the District’s Board Policy 7.70 and Rule 6A-1.012(7) authorizes the District to enter into this Agreement so long as the District’s aggregate maximum indebtedness does not exceed $50,000.00 during the term of this Agreement.

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

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. Scope of Services. This Agreement is the standard agreement with the District to avoid re-execution of complete contract documents each time a Common Carrier bus trip needs to be scheduled. The actual scope of Transportation services will be determined on a per trip basis, to include, incidental driver costs, time, place, total costs (and not limited to gratuity, lodging, meals, fuel surcharge, etc.).

3. Term and Termination. The term of this Agreement shall commence July 1, 2019 or on the date last signed by both parties and shall continue for an initial term of a maximum of one (1) year, but shall nonetheless expire at midnight on June 30, 2020 unless terminated as provided herein. Either party shall have the right to terminate this Agreement without cause at any time upon giving thirty (30) day 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.

4. Contractor Responsibilities and Representations. Contractor warrants the following:

4.1 That all buses shall be clean and have operational air conditioning and restrooms, if applicable, and that driving staff are prepared with accurate routing information.

4.2 That Contractor is registered and in good standing with the Federal Motor Carrier Safety Administration – for interstate operations. That all buses and equipment necessary to fulfill this 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.
4.3 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 Common Carrier 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 may result in the release of any financial obligation the District has with the Contractor for the particular trip. A non-approved Contractor may not be used even in an emergency during non-business hours without contacting the Transportation Department for directions.

4.4 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.

4.5 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.

4.6 That all driving staff provided 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 be legally allowed to work in the United States in accordance with immigration policy; shall interact with the student population in a professional manner; and shall have been cleared under the background screening requirements of section 6 of this Agreement.

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.

4.9 That Contractor has all necessary corporate power and has received all necessary 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.

5. District (Chartering Party) Responsibilities and Representations. The District (chartering party) 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 seventy-two (72) hours prior to departure and provided to the Contractor.

5.2 That the school/department will provide the number of approved chaperones per bus in accordance with District policy to accompany students on all trips.

5.3 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 if applicable.
Small coolers may be allowed on board at the discretion of the Contractor.

5.4 The school/department agrees to abide by applicable federal, state and local laws and the District's Board policies. The trip sponsor 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 hours of service.

5.5 The school/department agrees to pay a deposit of $300 per bus 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.

6.2 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.

6.3 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 District within 48 hours of such.

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. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this section or Sections 1012.32, 1012.465, 1012.467 or 1012.468, Florida Statutes.

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 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 five (5) “school days” (school is in session) prior to date of trip there will be no trip and/or penalty charges assessed. A “school day” is any day where classes are in session for students. Any deposit paid to the Contractor will be returned to the school/department. For cancellation of a
trip by the school/department less than five (5) school days prior to the date of trip, a penalty payment of $300.00 per bus will be paid to the Contractor by retention of deposit unless the cancellation is the result of complaint/removal procedures. Cancellations made by the Contractor at least twenty (20) business days prior to the date of trip will be accepted by the school/department with no penalty. Any deposit paid to the Contractor will be returned to the school/department. Cancellations made by the Contractor less than twenty (20) business days prior to the date of the trip will include a penalty payment to the school/department of $300.00 per bus, in addition to the $300.00 per bus deposit returned by the Contractor to the school, as set forth above. Continued cancellations may result in the removal of the Contractor from the list of 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, either made by District personnel or Contractor, will be the responsibility of the Contractor. Contractor agrees to return all monies received, including but not limited to deposits paid in advance of the services, should the alternative arrangements result in a complete cancellation of Contractor’s services or the pro rata costs in the event of a partial cancellation of the Contractor’s services.

8.2 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 4 Contractor Responsibilities and Representations, mechanical failure, or tardiness.

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 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 District. 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.

10.2 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. **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.

12. **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 District shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

13. **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.

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 A 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 Common Carrier 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) 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, 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, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, or any other distinguishing physical or personality characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity or in any employment conditions or practices conducted by this District, except as provided by law. Contractor further covenants that no otherwise qualified individual shall, solely by reason of race, color, religion, gender, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, or any other distinguishing physical or personality characteristics.
characteristics be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.

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.** 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 such other address as either party may designate by notice from time to time in accordance herewith:

<table>
<thead>
<tr>
<th>If to District:</th>
<th>With copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The School Board of Duval County, Florida</td>
<td>Office of General Counsel</td>
</tr>
<tr>
<td>1701 Prudential Drive</td>
<td>c/o 1701 Prudential Drive</td>
</tr>
<tr>
<td>Jacksonville, Florida 32207</td>
<td>Room 340</td>
</tr>
<tr>
<td>Phone: (904) 390-2115</td>
<td>Jacksonville, FL 32207</td>
</tr>
<tr>
<td>Attn: Dr. Diana Greene, Superintendent</td>
<td>Phone: (904) 390-2032</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If to Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>As set forth on Contractor's signature page below.</td>
</tr>
</tbody>
</table>

25. **Governing Law/Venue/Attorneys’ Fees.** This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Florida. Venue for any dispute with respect to this Agreement shall lie exclusively in the jurisdictional court located in Duval County, Florida. Except as expressly set forth herein, each party shall be responsible for its own attorneys’ fees and costs as a result of any action arising under this Agreement.

26. **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.

27. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

28. **Severability.** If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

29. **Confidentiality of Student Records and Student Personally Identifiable Information.** Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

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. Contract Administrator. Notwithstanding anything to the contrary, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the parties. The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties’ respective representatives, which representatives shall be as follows:

The District’s designee for day-to-day activities, the District’s Contract Administrator shall be:

Duval County Public Schools
Attn: Transportation Business Office
129 King Street
Jacksonville, Florida 32204
(904) 858-6200

36. 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 B and are incorporated herein by this reference.

37. 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.

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]
THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA

By: ___________________________  Form Approved:
    Dr. Diana Greene,             By: ___________________________
    Superintendent of Schools and
    Ex-Officio Secretary to the Board

By: [Signature not required per Policy 7.41]
    Lori Hershey, Chairman

Office of General Counsel
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 oblige 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).
ATTACHMENTS
Information for Becoming an Approved
Common Carrier / Tour Company

1. DCPS Vendor Application and W-9
   The forms are attached or you can download from http://dcps.duvalschools.org/Page/9130
2. Updated Common Carrier / Tour Company Information Sheet.
3. Common Carrier Agreement (10 pages) or Tour Company Agreement (1 page) signed
4. Insurance
   Refer to Exhibit B, INSURANCE REQUIREMENTS of the Agreement for Common Carrier Bus Services.
5. Common Carrier / Tour Company Federal Forms
   a) Federal Regulatory Compliance Statement
   b) Drug Free Workplace Certification
   c) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
   d) Non-Collusion Affidavit
6. Common Carriers must setup background information for drivers via School Police
   Duval County School District Background Credential Process
   How to apply for the statewide badge:

   DIRECTIONS FOR FINGERPRINT PAYMENT REGISTRATION
   ACCESS THE WEBSITE: https://florida.fieldprint.com
   Need Help? Customerservice@fieldprint.com or 1-877-614-4364 toll free
   *MUST BE 18 YEARS OLD OR OLDER AT THE TIME OF FINGERPRINTING*

   If you have questions, feel free to contact Yvonne Downer at (904) 858-6101 or by email
   downery@duvalschools.org
   ***Please see attached instructions for more detail***

7. Common Carriers must provide driver list for screening and vendor badging with Duval County
   Public Schools

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DCPS Vendor Application

Duval County Public Schools Purchasing Services
1701 Prudential Drive, RM#322, Jacksonville FL 32207
Phone # 904-858-4848 Fax# 904-858-4868
www.duvalschools.org/purchasing

Attach IRS W-9 Form (Request for Taxpayer Identification Number and Certification)
(complete vendor application and the requirements for goods or service)

New Vendor 
Update Existing vendor information

Date:__________________

Name or Name of Firm:___________________________

Doing Business as:________________________________

Address for Quotes & Orders:

Street address /P O Box: ___________________________

City State Zip/Postal Code __________________________

Contact Information: Primary Phone (mandatory) ( )_______________ ext.____

Fax: (if available)________________________________

URL: (website)__________________________________

Cell Phone# ( )_________________/Contact Person:_____________________

EMAIL:__________________________________________

EMAIL OF CONTACT

I WOULD LIKE TO RECEIVE PURCHASE ORDER /QUOTE BY EMAIL

____YES _____NO

EMAIL:__________________________________________

EMAIL TO RCVD PURCHASE ORDERS /QUOTES
In accordance with School Board policy 7.71 and Florida State Statue 112.313(3), any Employee of the School Board of Duval County, Florida, that has an ownership interest in a business entity will not be allowed to register as a vendor to do business with Duval County School Board.

IN ACCORDANCE WITH THE CONFLICT OF INTEREST PROVISION, THE VENDOR CERTIFIES THE FOLLOWING:

a._____ There are no identified conflicts of interest
b._____ The following potential conflict of interest has been identified

Name of School District Employee__________________________________________

Relationship to Business:__________________________________________________
(major shareholder/owner/relative/partner)

Print Name:______________________________________________________________

Authorized Signature:____________________________________________________

Date:________________________

MBE Certification - (if applicable, Name of certifying agency ______________________
______________________________

(For internal use only)

Request returned: incomplete_____, illegible_______ incomplete W-9_______

Vendor #____________________ Request completed by:_____________ Date:__________
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=S corporation, P=Partnership)
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   - (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Or

Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person

Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is (a) . . . | THEN check the box for . . . |
| Corporation | Corporation |
| Individual | Individual/sole proprietor or single-member LLC |
| Sole proprietorship, or | | |
| Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | |
| LLC treated as a partnership for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P = Partnership; C = C corporation; or S = S corporation) |
| LLC that has filed Form 8822 or 2553 to be taxed as a corporation, or | |
| LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | |
| Partnership | Partnership |
| Trust/estate | Trust/estate |

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exammt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have previously received an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor</td>
</tr>
<tr>
<td>For this type of account:</td>
<td>Give name and SSN of:</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

1. List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2. Circle the minor's name and furnish the minor's SSN.

3. You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4. List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
<table>
<thead>
<tr>
<th>Common Carrier / Tour Co. Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Carrier / Tour Co. d/b/a Name:</td>
<td></td>
</tr>
<tr>
<td>Common Carrier / Tour Co. Address:</td>
<td></td>
</tr>
<tr>
<td>Common Carrier / Tour Co. Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Common Carrier / Tour Co. Email Address:</td>
<td></td>
</tr>
<tr>
<td>Common Carrier / Tour Co. Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Common Carrier / Tour Co. Contact Email address:</td>
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</tr>
<tr>
<td>Insurance Company Name:</td>
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<td>Insurance Company Phone Number:</td>
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<tr>
<td>Insurance Company Contact Name:</td>
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<tr>
<td>USDOT #</td>
<td></td>
</tr>
<tr>
<td>MC #</td>
<td></td>
</tr>
<tr>
<td># of available buses (please provide passenger capacity)</td>
<td></td>
</tr>
<tr>
<td># of AC buses</td>
<td></td>
</tr>
<tr>
<td># of Wheelchair accessible buses</td>
<td></td>
</tr>
</tbody>
</table>

For DCPS Use Only

<table>
<thead>
<tr>
<th>DCPS Vendor Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments</td>
<td></td>
</tr>
<tr>
<td>COI Approved</td>
<td></td>
</tr>
</tbody>
</table>
**CERTIFICATE OF LIABILITY INSURANCE**

**Coverage:**

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

**Description of Operations / Locations / Vehicles:**

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 and hereby held harmless from any liability with respect to the operations of the named insured.

**Certificate Holder:**

Duval County Public Schools'
1701 Prudential Drive
Jacksonville, FL 32207

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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DIRECTIONS FOR FINGERPRINT PAYMENT REGISTRATION

ACCESS THE WEBSITE:  https://florida.fieldprint.com

Need Help?  Customerservice@fieldprint.com or 1-877-614-4364 toll free

1. The registration screen will appear:

![Registration Screen]

2. If you are a New User, enter your Email and click “Sign Up”. Follow the directions to establish your password, security questions, and contact information.

If you are an Existing User, Sign In using your existing email address and password.
3. Choose “I know my Fieldprint Code”.

4. Choose your code CAREFULLY! NO REFUNDS will be given if you choose the wrong code. Review the codes below and choose the one that applies to you:

- **New or Expired Badge Code:** FPDCPSV
- **BADGE ONLY Code:** FPDCPSVB  
  (if fingerprinted by fieldprint Duval County but lost your badge or need a replacement badge)
- **FSSR BADGE ONLY Code:** FPDCPSVFSSRBadge  
  (if not fingerprinted by fieldprint or need to replace your FSSR badge that HAS NOT expired)
- **Registration Code:** FPDCPSVFSSR  
  (Fingerprinted and already have a statewide badge but need to register in Duval County)
5. Enter your Personal Information.

***IMPORTANT: Please enter your LEGAL name and ensure your BIRTHDATE and SOCIAL SECURITY NUMBER are entered correctly.

6. Enter your Demographics and Additional Information

7. Enter your Employer Information. (Company name is the company YOU work for NOT Duval County Public Schools)

8. Schedule your Visit. This allows you to enter your home address or another address to find the nearest fingerprint capture location.

9. Payment Information. The fee is $83.75 (eff 01/01/19) and can be paid by credit/debit card or electronic check only. (No Money Orders)

I-9 FORMS ARE REQUIRED TO PROCESS THE BADGE.
THE FORMS CAN BE EMAILED TO downery@duvalschools.org or FAXED to: 904-858-6122

NOTE: Entry errors made during your registration process cannot be corrected once your prints are Captured. Any errors made in your entries must be corrected through the modification Process BEFORE you are fingerprinted. If errors are discovered after the prints are Captured/submitted, it is YOUR responsibility to register again and to reprint at YOUR EXPENSE.

10. Confirmation Page – You will receive a confirmation page when the transaction is complete. Please print and bring the confirmation page with you to your scheduled setup appointment. Please note the two forms of identification required to be presented when you are fingerprinted.