

Attachment "I"
Draft Services Agreement

The School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("**School Board**") does hereby retain the services of

_____ with an address of _____
(hereinafter called "**Contractor**") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services:

Said services shall be completed to the satisfaction of _____
Services shall be considered complete _____.

The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional **Contractors** will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the **School Board**.

2. **Location of Services.** Performance of services cited above will be conducted at:

3. **Term.** The term of this agreement shall be from _____ until _____, unless terminated as provided herein, or extended by supplement to this agreement.

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

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive one of the following:

- A. A fixed fee of _____.
B. At the rate of _____ per _____ up to a maximum of \$_____ as compensation for all work and services performed for the **School Board**.

Expenses (choose one): _____ are _____ are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

Payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of **Contractor's** invoice and completion of services. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

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

7. **Insurance and Indemnification.** The **Contractor** agrees to indemnify and save harmless the **School Board**, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the **Contractor**, its agents, employees, or representatives, or arising from any **Contractor** furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the **School Board**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Osceola County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The **Contractor** agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**. This background screening will be conducted by the **School Board** in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School**

Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor**'s failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

11. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

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

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.

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

16. **Copyrights.** The **Contractor** is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the **School Board** has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the

provisions of this agreement for use within the School District of Osceola County for purposes related to **School Board** business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by **Contractor** may not be copied by the **School Board** provided that such material was copyrighted by **Contractor** before performance under this agreement and was not developed specifically for **School Board** under this Services Agreement.

17. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the **School Board** has made final payment and all services have been performed under this agreement.

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to **Contractor** or its principals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA:

CONTRACTOR:

By: _____
John McKay, Chairman

By: _____

Date Approved: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Michael A. Grego, Ed.D, Superintendent

ATTEST:

By: _____

Print Name: _____

Title: _____

YEAR	ND	NTR	OBJECT	NC	BJT	G		AMOUNT

Send required insurance certificates to Risk Management Department.
New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Index of Exhibits

- Exhibit A- Scope of Services
- Exhibit B- Unit Labor Rates
- Exhibit C- Task Assignment

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT A- SCOPE OF SERVICES

This will be negotiated with the top-ranked firm.

Task Assignments will be issued for all work awarded to the top-ranked firm.

DRAFT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT B- UNIT LABOR RATES

Contractor shall list a complete fee schedule to be referred to when proposing services for each project assigned by the School District of Osceola County. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in the Task Assignment- Exhibit C.

Fees, which shall be inclusive of all overhead of Contractor, for basic services and additional services (only when approved in writing by the School Board), be reimbursed at the following hourly rates:

In the event the Owner requires additional services, _____
(Contractor) will be required to complete a Task Assignment using the following hourly rates:

SEE ATTACHED

(TAB SHEET)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the Fire Alarm Systems, Design Retrofit, Installation, Emergency Service and Maintenance Agreement dated _____, 20__ between The School Board of Osceola County, Florida (Owner) and _____ (Contractor) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Contractor to provide additional services authorized by the School Board's representative, when deemed necessary.

II. METHOD OF COMPENSATION

Payment shall be in accordance with the Services Agreement. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed _____ DOLLARS (\$0.00) allowing an additional _____ DOLLARS (\$0.00) for reimbursable expenses for a total not-to-exceed fee of _____ DOLLARS (\$0.00) payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Task Assignment.

III. WARRANTY

The Contractor warrants that the plans, specifications, and studies produced as a result of this Task Assignment are complete, correct, and suitable for the purpose intended.

IV. PROCESS

The following Task Assignment Process shall be followed when additional services are required. The Contractor shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to School Board for review, revision, and approval.

The Contractor, at minimum, shall be required to provide the following detail in their proposal:

- Attachment 1- Scope of Work
- Attachment 2- Project Schedule
- Attachment 3- Contractor's Project Team Members
- Attachment 4- Total Cost for Services
- Attachment 5- Truth In Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit G are required for a complete Task Assignment to this Professional Services Agreement. The School Board authorizes the Chief Facilities Officer or designee to sign all Task Assignments equal to or less than \$3,000, the Superintendent so sign all Task Assignments less than \$25,000. All Task Assignments equal to or greater than \$25,000 must be approved by the School Board.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT G- TASK ASSIGNMENT

ATTACHMENT 1- SCOPE OF WORK

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, School Board and Contractor agree, by signature, to the details negotiated in this Task Assignment.

(Contractor shall provide a complete and detailed written scope of work for the project.)

DRAFT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 2- PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the District. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the District's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

School Board's Project Manager and Contractor shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Final Completion for the Work established by this Task Assignment shall be on or before **XX/XX/XXXX**. Accordingly, the contract period for the Work is established as **XX** calendar days from the Notice to Proceed document (based on **XX/XX/XXXX**).

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 3- CONTRACTOR'S PROJECT TEAM MEMBERS

Contractor shall provide the **name, title, and responsibility** for each of the Contractor's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment.

(Contractor to attach list of project team members for this project)

DRAFT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 4- TOTAL COST FOR SERVICES

Contractor shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work (Attachment 1) detailed in this Task Assignment. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit B.

(Contractor to attach proposal)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 5- TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Osceola County, Florida and _____, dated _____, 20__, are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20__.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared _____ [*name of affiant and title*] of _____ [*name of Contractor*] who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2009

By: _____ [*name of affiant*].

He/she is personally known to me _____; or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER:

Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

OWNER:
The School Board of Osceola County, Florida

CONTRACTOR:

By: _____
Michael A. Grego, Ed.D, Superintendent

By: _____

Date Approved: _____

Print Name: _____

ATTEST:
By: _____

Title: _____

Date: _____

ATTEST:
By: _____

Print Name: _____

Title: _____

(Insert appropriate signature page.)