

# Transportation Service Agreement

## FY 2022-2024

### GENERAL CONDITIONS

The Agreement entered into between the **Duval County Public Schools** (the “District”) and WHC JAX, LLC dba zTrip (the **CONTRACTOR**) shall be subject to these General Conditions.

1. SCOPE:

The purpose and intent of this agreement is to secure prices and establish a Term Contract to provide Transportation Services for Special Needs/Disabled and Mckinney Vento/Foster Care Students, as specified in accordance with Florida Statute 1006.22, the use of motor vehicles, other than school buses (VOTSB) and with the authority granted by the Duval County School Board in accordance with School Board Policy 8.36.

2. GENERAL INFORMATION ABOUT THE DISTRICT:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Florida Statutes. The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State and Federal laws and regulations, State Board of Education Rules, and School Board policies.

3. DELIVERY OF SERVICE:

The safe and efficient transportation of any and all pupils, who are designated by the District to be transported, between various locations throughout the District and the Duval County area. Such transportation shall be provided for each and every day that school is convened and in accordance with the routes and schedules prepared by the District. Currently, the operation days for all schools are 180 days, which may be increased or decreased as determined to be in the best interest of the District or as required by law. The CONTRACTOR shall only invoice for the days services are rendered, and the District shall be liable to pay only for the days services are rendered.

It is expected the CONTRACTOR may service up to 50 routes per day. A route is a group of trips assigned to make up a route. Routes are divided into AM and PM trips.

4. SERVICES RENDERED:

The services to be rendered by CONTRACTOR shall be delivered in compliance with all terms and conditions in this Agreement, which incorporates by reference **Exhibit “A”**, as well as all other exhibits, attachments, and appendices, where applicable.

CONTRACTOR shall not discriminate against an employee, or client of CONTRACTOR based on race, color, gender, marital status, familial status, sexual orientation, gender identity or expression, religion, national origin, disability, age, or any other characteristic protected by law, except that programs may offer services for specific target groups as may be defined in this Agreement.

CONTRACTOR shall implement and deliver these services in a manner deemed satisfactory to the District.

“CPI” means

5. AGREEMENT TERM:

The agreement will be from the initial approval of the School Board through July 31, 2024. The initial contract year will be from award until 31 Jul 2023. The second and final contract year will commence on Aug 1, 2023 and end on Jul 31, 2024. Contract will automatically renew per the initial approval for the entire contract term through July 31, 2024. The distinction between the first and second contract year are provided for CPI purposes only as discussed in below paragraph.

6. CONSUMER PRICE INDEX (CPI):

The contracted price per mile in the initial Contract Year for Basic Transportation Services and Summer Program Transportation Services will be used and adjusted for subsequent Contract Years using the initial Contract Year rates as follows. Commencing on the second Contract Year of the Initial Term, the rates will be adjusted by the change in the CPI Index (as defined below). There may be a normal time delay in reporting price change data, which delay (if any) might necessitate retroactive adjustments in the payments arising under the Contract rates for any Contract Year as adjusted pursuant to this section.

As used in this section:

"CPI" means the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (1982-84=100), not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the District).

Commencing on the annual anniversary of the Contract, the contracted price per mile (PPM) for the next Contract Year will be the contracted PPM from the initial Contract Year adjusted as follows. Using the CPI published as of May 31, 202X as the Basic Index, the contracted PPM will be adjusted to the quotient obtained by dividing (C) into the product of (A) multiplied by (B), where (A) is the CPI as of May 31, 202X in the immediately preceding Contract Year for which the adjustment is being computed; where (B) is the contracted PPM for the initial Contract Year (prior to any adjustment) and where (C) is the Basic Index.

Calculations; The result of that calculation will determine the new rate set forth in the Contract for the upcoming Contract Year.

For example, to calculate the first CPI adjustment for the second contract year assuming the initial Contract Year rate is \$5.0000, and assuming the Basic Index is 177, and assuming that new Year 2 CPI is 181, then the following applies.

$$\text{Year 2: } (A = 181) \times (B = \$5.0000) = \quad \$5.1130$$


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$$\quad \quad \quad (C=177)$$

When the rate is adjusted under these provisions, the District will provide a detailed written statement of the District's calculations pursuant to this Section. The rate adjustment pursuant to this Section will be rounded to the same level of detail as the rate set forth in the initial Contract Year. Fifteen (15) days will be given to specify in writing to the District any reasonable objection to such calculation as set forth in this Section, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this Section, the District will continue to pay the prior Contract Year rate until such disagreement is resolved, in which case, the District will pay the difference as reasonably agreed upon by the parties (such agreement to be conclusive). In the event the parties cannot reach a reasonable agreement within sixty (60) days, then the Superintendent's designee will conclusively determine the issue.

7. GRATUITIES AND KICKBACKS:

Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

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 Contract, 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 Contract. 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 Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract 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.

8. PUBLIC RECORDS LAW:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFQ or the subsequent ITB shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all CONTRACTORs in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the CONTRACTOR to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the contract awarded by the District.

The Contract 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:

Keep and maintain public records required by the District in order to perform the service.

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.

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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the District.

Upon completion of the Contract, 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 Contract, 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 Contract, 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.

CONTRACTOR shall keep records to show its compliance with this Agreement. CONTRACTORS and subcontractors must make available, upon request of the District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall retain all records relating to this Agreement for five (5) years after final payment is made or received and all pending matters are completed.

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

**DUVAL COUNTY PUBLIC SCHOOLS  
129 KING STREET  
JACKSONVILLE, FL 32204  
904.858.6200, Option 1**

**9. PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not;

Submit a bid/proposal on a contract to provide any goods or services to a public entity.

Submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work.

Submit bids/proposals on leases of real property to a public entity.

Be awarded or perform work as a CONTRACTOR, supplier, SUBCONTRACTOR, or consultant under a contract with any public entity.

Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The CONTRACTOR certifies by submission of a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the CONTRACTOR will execute and deliver to the District the appropriate Federal debarment certification form within three (3) business days.

**10. LEGAL AWARENESS AND COMPLIANCE:**

It shall be the responsibility of the CONTRACTOR to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from

responsibility.

CONTRACTOR affirms, by signing this agreement, that they are equal opportunity and affirmative action employers 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.
- Rehabilitation Act of 1973, as amended.
- 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
- Americans with Disabilities Act
- 41 CFR Part 60 and any additions or amendments thereto.

JESSICA LUNSFORD ACT: The CONTRACTOR shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

Florida Statute 1012.315 will be applied to determine who will be eligible for employment. Additional information is available in Exhibit A.

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional CONTRACTORS when on school grounds. The cost of the badge may not exceed ten dollars (\$10.00) per badge, per employee. After the implementation of the initial badge, CONTRACTORS shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the CONTRACTOR / CONTRACTOR's employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S.

#### 11. INDEMNIFICATION/HOLD HARMLESAS AGREEMENT:

CONTRACTOR represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Contract. CONTRACTOR will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Contract, including its use by the District. If CONTRACTOR uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. CONTRACTOR shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

#### 12. OPERATOR/MONITOR CERTIFICATION:

The District shall require CONTRACTORS to provide all required training of new operators/monitors and all recertification requirements as mandated by Federal and State law and local guidelines for pupil transportation.

The CONTRACTOR shall also be responsible for establishing and maintaining an on-going comprehensive Page 5

safety/training program that addresses all pre-service and recertification training requirements.

The CONTRACTOR shall be responsible for and bear all costs associated with the certification process for operators/monitors. The CONTRACTOR shall provide and ensure that all operators/monitors are qualified, trained and certified in accordance with State and District requirements. Documentation of such shall be continuously available to District's Transportation staff at the CONTRACTOR's facility.

The District shall review for completeness (it being understood the CONTRACTOR remains responsible for accuracy) the certification of operators and monitors after examining all documents prior to service.

The CONTRACTOR shall notify the District's Transportation Certification office with any changes in status of an operator/monitor within twenty-four (24) hours or when requested by the Transportation Certification office.

The CONTRACTOR shall develop and implement a VOTSB Safe Driver Plan/company policy outlining at minimum, hiring practices, training procedures, supervision and evaluation of operators, enhancement of skills, corrective action plan, and company policy which specifies which infractions of the traffic code or criminal record deems an applicant unqualified.

The CONTRACTOR shall submit its company employee policy, which shall include the implementation of the District's Code of Student Conduct, to the Director of Transportation or designee prior to transporting District students.

With the written consent of the operator, the CONTRACTOR must obtain and review the following information from any previous employer for which an operator performed safety-sensitive functions as prescribed by the Omnibus Transportation Employees Testing Act: information on any alcohol testing that indicated unacceptable levels, a positive result from any controlled substance test; or any refusal to submit to required testing.

The CONTRACTOR shall comply with the District's VOTSB Safe Driver Plan (Exhibit A) in matters of employment and continued employment. In the event of conflict between the CONTRACTOR and the District's VOTSB Safe Driver Plan, the more stringent requirements shall be followed.

The CONTRACTOR shall not allow any person not properly certified to drive or serve as a monitor with students on board.

### 13. STANDARD OF CONDUCT:

The demeanor of the operator/monitor shall at all times reflect favorably on the District. The operator/monitor shall always set a good example for students and exercise the highest degree of care, protection and courtesy.

The operator/ monitor shall not smoke, use profane or indecent language, use or be under the influence or possession of illicit drugs, drug paraphernalia, intoxicating liquors or any other substance that may impair his/her normal faculties.

### 14. INSURANCE REQUIREMENTS:

Description of the CONTRACTOR 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. Except as may be otherwise expressly specified in this Exhibit, the insurance shall be maintained in force throughout the term of this Contract. Please see Exhibit A for insurance requirements.

### 15. MEETINGS

CONTRACTOR representative shall attend and participate in all contract related meetings called by the District or its staff.

## 16. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information concerning a student served under the Agreement for any purpose, not in conformity with Federal and State laws and regulations or when authorized by law. CONTRACTOR agrees to establish and maintain reasonable procedures and controls for safeguarding records so that no information contained in CONTRACTOR's records or obtained from others carrying out the terms of the Agreement, shall be used by or disclosed by CONTRACTOR, its agents, officers or employees, except as provided by law. It shall be the responsibility of CONTRACTOR to take all reasonable steps to implement promptly all necessary procedures and controls in order to protect the privacy of a student receiving services under a program provided hereunder and in order to ensure the maintenance of confidentiality for any medical or other information pertaining to such client.

## 17. PROGRESSIVE INTERVENTION / CORRECTIVE ACTION

If during the term of this Agreement, there are deficiencies with CONTRACTOR's compliance with this Agreement, CONTRACTOR shall be advised in writing about the requirements necessary to correct any non-compliance or deficiencies. Corrective action shall be taken by CONTRACTOR to correct identified deficiencies, produce required improvements, demonstrate that deficiencies or findings are either invalid or do not warrant action. If appropriate, as determined by the District, CONTRACTOR may be required to comply with an improvement plan or corrective action plan. Failure to comply with the requirements of a progressive intervention/ corrective action plan may lead to additional corrective action and/or termination of this Agreement.

## 18. PROGRAM DATA

CONTRACTOR, to the extent permitted by law, shall submit to the District program data, student identifiable data, student demographic data, student participation data, screening and assessment data and programmatic data. CONTRACTOR shall also furnish the District with: reports of the effectiveness of the program or the required data to determine effectiveness; statistics and data on the number of persons served; and such other reports, data, and information that the District may require to evaluate the effectiveness of the program. These reports shall be made as requested from the effective date of the Agreement and in a format provided by the District. CONTRACTOR shall also inform the District of, and allow the District to review and comment on, any evaluation of the program conducted by a third party.

## 19. INVOICES

CONTRACTOR shall submit an invoice to the Supervisor of the Transportation Business office by the tenth (10) day (or next business day) of each month following the month in which the services were provided. If an extension to submit an invoice is needed, a written request may be submitted to the Transportation Business Supervisor for edification and approval. The invoice will include documentation reflecting all expenditures made by CONTRACTOR under the Agreement, in such form as may be reasonably required by the District. Subject to the availability of funds, the District will provide reimbursement to CONTRACTOR within forty-five (45) days after receipt of an invoice. Should the CONTRACTOR delay responses to invoicing discrepancies, the forty-five (45) day timeline will be aborted and compensation will be made as soon as possible after the parties agree on the correct amounts invoiced.

## 20. RESTRICTIONS ON SUBCONTRACTING OR ASSIGNMENT

### a. Approval and Other Requirements

- i. The Agreement may not be assigned or subcontracted to any other party by CONTRACTOR without the prior written approval of the District.
- ii. CONTRACTOR shall submit to the District and maintain a copy of all subcontracts related to the operation or management (or both) of the program. CONTRACTOR shall provide the District with periodic monitoring reports related to any subcontracts as requested. . CONTRACTOR acknowledges and agrees that the District and any subcontractor to this Agreement have authority to communicate and exchange information about the contract,

- program, and/or fiscal issues.
- iii. CONTRACTOR waives any and all claims, demands and/or legal action based upon any such communications.
- iv. CONTRACTOR shall be responsible for all services performed, and all expenses incurred, under this Agreement including services provided and expenses incurred by any and all subcontractors. The District shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. CONTRACTOR shall be solely liable for any expenses or liabilities incurred under any subcontract. CONTRACTOR shall hold harmless and defend, at CONTRACTOR's expense, the District against any claims, demands or actions related to any subcontract.

**21. STAFFING**

CONTRACTOR shall recruit, hire and retain staff sufficient to provide the services as set forth herein for all students served by this Agreement. The qualifications for the staff directly funded, in whole or in part, by the District are listed in the table below. CONTRACTOR shall have job descriptions for all positions available upon request. Any exceptions to the below minimum qualifications, needs the prior written approval of the District.

**Staffing Requirements**

<b>Position Title</b>		<b>Minimum Qualifications</b>
1.	Dispatcher	High School diploma or equivalent Must possess strong interpersonal skills Strong written and verbal communication skills required
2.	Driver	Must possess a Motor Vehicle Record (MVR) devoid of DUI's, and other driving issues like repetitive point assessments and license suspensions (See Exhibit A) Must possess strong people management and interpersonal skills Must possess an aptitude to work with children Strong written and verbal communication skills preferred
3.	Monitor	Must possess strong people management skills Must possess strong interpersonal skills Must possess and aptitude to work with children Strong communication skills

**22. COMPENSATION**

CONTRACTOR compensation will be based on negotiated Price Per Mile (PPM) and negotiated rates for other service items as noted in the table below.

<b>Service Item</b>	<b>Negotiated Price</b>
Price Per Mile	\$7.69 for 1 <sup>st</sup> mile + \$2.50 for each additional mile
Monitor	\$40.00 per hour
Wheelchair	\$25.00 + \$3.00 per mile
Car Seat	\$25.00 + \$3.00 per mile
Safety Vest	\$3.00 each

Supplemental Transportation Services like field trips, after school activities, shuttles and specialized trips will be priced at the same Price Per Mile (PPM) as price per mile in the above table.



*[Signature Page to Transportation Service Agreement FY 2022-24  
Between  
The School Board of Duval County, Florida, and  
WHC JAX, LLC dba zTrip]*

IN WITNESS WHEREOF, the District and the Contractor have each caused this Amendment to be signed and delivered by its duly authorized officer, all as of the effective date set forth above.

**ATTEST:** **FLORIDA** **SCHOOL BOARD OF DUVAL COUNTY,**

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

By: \_\_\_\_\_  
Dr. Kelly Coker, Chairwoman

Form Approved:

Approved by the Board on December 6, 2022

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

**WHC JAX, LLC dba zTrip**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

## Exhibit A; INSURANCE REQUIREMENTS:

Description of the CONTRACTOR 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. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence on or prior to May 1, and shall be maintained in force throughout the term of this Contract.

**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 School Board of Duval County, Florida, 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 School Board of Duval County, Florida, 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 not be less than:

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

(d) The CONTRACTOR(S) may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the CONTRACTOR is exempt from insurance requirement under F.S.440.

**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 Contract. The coverage **may not** exclude 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 not be 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 School Board of Duval County, Florida, and its 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 School Board of Duval County, Florida, and its 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 Contract, 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 School Board of Duval County, Florida, and its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against The School Board of Duval County, Florida or its member, official, officer or employee for which The School Board of Duval County, Florida, and its 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 Contract.

(b) The School Board of Duval County, Florida, and its 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 School Board of Duval County, Florida, and its 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 shall not be less than:

Bodily Injury and Property Damage Combined. The district reserves the right to award this contract at lower auto liability coverage levels provided higher coverage amounts are provided by an umbrella or excess policy.

Commercial Auto Liability

Bodily Injury = \$125,000.00 Per Person

Bodily Injury = \$250,000.00 Per Accident

Property Damage = \$50,000.00 Per Accident

**4. 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 Contract by the District and shall be maintained in force throughout the term of this Contract.

A. 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 Contract, 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 School Board of Duval County, Florida and its 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 Contract, the CONTRACTOR shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) 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 District, if requested by the District, the CONTRACTOR shall, within thirty (30) 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.

5. 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 Contract.

#### B. Qualification of the CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Contract 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 Contract, 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 Contract.

C. The CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the CONTRACTOR pursuant to this Contract shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by The School Board of Duval County, Florida and its member, official, officer or employee.

D. The CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the CONTRACTOR, or its SUBCONTRACTORS or SUB-SUBCONTRACTORS, employees or agents to The School Board of Duval County, Florida or others. Any remedy provided to The School Board of Duval County, Florida and its members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

E. 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 Contract.

**NOTICE: Proof of the above required insurances must be provided by the CONTRACTOR prior to award by the District. Failure to provide the required proof of insurances may result in recommendation for award to an alternate CONTRACTOR.**