

Agreement to Purchase Services

Maine Educational Center for the Deaf and Hard of Hearing/ Governor Baxter School for the Deaf

This agreement is between _____ and the Maine Educational Center for the Deaf and Hard of Hearing/Governor Baxter School for the Deaf (MECDHH/GBSD) 1 Mackworth Island, Falmouth, Maine 04105. MECDHH/GBSD and _____ agree as follows:

Part I: Scope of Services

- _____ agrees as follows:
 - To provide daily school transportation, to and from school, for GBSD students in grades K - 12. Services will be provided in accordance with MECDHH/GBSD's Board Approved Transportation Policies, and the rules and regulations set forth by the Department of Education. Transportation will be provided daily and in accordance with the school calendar.
 - To ensure up to date licensing and HRC (fingerprinting) certification of all drivers used to transport MECDHH/GBSD students.
 - To proof of insurance required for the transportation of students aged 5 through 20.
 - To provide substitute drivers who are licensed and HRC certified as necessary.
 - To work with MECDHH/GBSD to provide training and foster the development of American Sign Language Skills and an understanding of how to communicate with Deaf and Hard of Hearing students aged 5-20.
 - To adhere to the provisions of the Request for Proposal as submitted by _____.
 - To abide by state and federal laws related to the confidentiality of student information (Family Educational Rights and Privacy Act: 34 CFR
 - To collaborate with MECDHH/GBSD to implement student behavioral and/or health plans related to transportation

- MECDHH/GBSD agrees as follows:
 - To provide _____ with relevant student information that would assist in the planning and provision of quality transportation services
 - To provide _____ with transportation relevant, student medical information

Part II. Term

This Agreement shall commence effective September 1, 2013 and shall terminate on August 31, 2014. It shall be Following the initial term of the contract (September 1, 2013 through August 31, 2014), MECDHH/GBSD may opt to renew the contract for up to two (2) more years at the discretion of MECDHH/GBSD. This will be subject to satisfactory performance and adherence with all terms of the contract and the agreement of both parties.

Part III. Agreement Amount

MECDHH/GBSD will pay _____ the sum of \$_____, annually, for the services provided under this Agreement. This contract amount shall be adjusted for a cost of living adjustment annually, including any period of renewal, effective September 1 of each year, not to exceed 3.5% per year.

Part IV. Invoices and Payments

- The School will pay the provider as follows:
- The School shall pay the Provider in ten monthly payments, beginning in September of 2013 and not to exceed the Agreement amount. Invoices will be sent on the last day of the month that proceeds the month being invoiced. MECDHH/GBSD will pay all invoices within ten (10) Calendar days.

Part V. Independent Contractor

In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State or MECDHH/GBSD.

Part VI. Agreement Administrator/Contact Person and Notice

1.) All progress reports, correspondence and related submissions from the Provider shall be submitted to:

- Name and Title: Traci Drake, Director of Business and Operations
 - Address: 1 Mackworth Island, Falmouth, Maine 04105
 - Telephone: (207) 781-6294
 - E-mail Address: traci.drake@mecdhh.org
- Traci Drake, Director of Business and Operations, is designated as the Agreement Administrator on behalf of MECDDHH/GBSD for this Agreement, except where specified otherwise in this Agreement.
 - The Provider's contact person is _____. He/She can be reached at:
 - Written notice under this Agreement may be delivered personally, sent by registered or certified mail, or by facsimile or e-mail. Notice sent by facsimile or e-mail will be deemed to have been sent on the date of transmission.

Part VII. Amendments and Changes in the Work

This Agreement may be amended only by a written amendment, signed by an authorized representative of both MECDDHH/GBSD and the Provider.

Part VII. Assignments/Subcontracting

The rights and/or obligations of either party may not be assigned or subcontracted without the prior written consent of the other party.

Part VIII. Subletting, Assignment or Transfer

The Provider may not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall, in any case, release the Provider of its liability under this Agreement.

Part IX. Equal Opportunity

During the performance of this Agreement, _____ agrees to follow Equal Opportunity Laws.

Part X. Warranty

The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with normal study and preparation of the proposal, to solicit or secure this Agreement. Furthermore, the Provider has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MECDDHH/GBSD shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Part XI. Access to Records

The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its office(s) at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by MECDDHH/TGBSD or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

Part XII. Termination

With the exception of notice of nonrenewal under Part II Of this Agreement, this Agreement cannot be terminated without cause. Either party may terminate this Agreement for cause, defined as the other party being in breach of any of its obligations under this Agreement. Before terminating the Agreement for cause, the non-breaching party must give written notice of the nature and details of the breach to the breaching party. If the breach is not cured by the non-breaching party within ten (10) calendar days of receipt of the written notice, the non-breaching party may terminate the Agreement by five (5) days written notice of termination.

Part XIII. Government Requirements

The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

Part XIV. Governing Law

This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums.

Part XV. Indemnification

_____ agrees to indemnify, defend and save harmless MECDHH/GBSD and their officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of the Agreement by the Provider, its employees, agents or subcontractors. Claims to which this indemnification applies including, without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material man, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publications, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with the Agreement; (iii) claims arising out of a libelous or other unlawful matter used or developed in connection with the Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) MECDHH/GBSD negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

MECDHH/GBSD agrees to indemnify, defend and save harmless _____ and their officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the MECDHH/GBSD, its employees, agents, or subcontractors. Claims to which this indemnification applies include, without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material man, laborer, and other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work,

services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) _____'s negligence or unlawful act, or (ii) action by the MECDHH/GBSD taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

Part XVI. Notice of Claims

The provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

Part XVII. Severability

The invalidity or unenforceability of any particular provisions, or part thereof, of this agreement shall not affect the remainder of said provision or any other provisions and this Agreement shall be construed in all respects as if such valid or unenforceable provision or part thereof had been omitted.

XVIII. Force Majeure

MECDHH/GBSD may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. MECDHH/GBSD may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

XIX. Entire Agreement

This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement of at law.

Provider

Date By: _____

MECDHH/GBSD

Date By: _____

Executive Director