

FNSB SCHOOL DISTRICT
SHORT FORM AGREEMENT (SFA) FOR SERVICES

Use for Guest Speakers, Performances, Presentations, Training, **On/Off Site Repair Services**, Special Events, or other similar services.
Form must be signed and dated by the Contractor and submitted to the Purchasing Department prior to receipt of services.

CONTRACTOR: _____
(Name must match 'NAMED INSURED', if applicable)

FNSBSD School/Dept.: _____

Point of Contact: _____

Point of Contact: _____

EMAIL: _____

EMAIL: _____

Mailing Address: _____

(BILL TO): **FNSBSD ACCOUNTS PAYABLE**

PHONE: _____

520 5th Ave. Fairbanks, AK. 99701; accountspayable@k12northstar.org

TAX ID: _____

PO# _____

(If new Vendor, please also complete/attach a [W9 form](#))

(Purchase Order number should appear on any/all applicable Invoices)

THIS AGREEMENT, entered into by the Fairbanks North Star Borough School District and the Contractor named above, documents the understanding of the parties and shall supersede all prior oral and written agreements. The contractor shall perform all [services](#) described below for the amount stated. This agreement may be amended or modified in writing as mutually agreed upon by Contractor and Buyer. Time is of the essence of this agreement.

If **payment** is to be issued, Contractor shall generate an invoice upon completion of the services. Invoices shall be paid within (30) days of receipt thereof, payable after performance or service is complete, and verified by the School/Dept.

1. STATEMENT OF WORK; Event Title: _____ Date(s): _____

Name of Presenter(s): _____ Service Location: _____

Presentation type: On-Site ☐ Virtual ☐ If Virtual, who will provided/administer the platform: Contractor ☐ District ☐

Will **students** be present? Yes ☐ No ☐ If Yes, has parental consent been obtained as required? Yes ☐ No ☐ N/A ☐

Will **animals** be present? Yes ☐ No ☐ **If Yes; safety plan, and Animal Health Certificate must be attached.**

Scope of Work: Description of services, or content of presentation. Note HERE if strobes or flashing lights will be used, (add'l information may be added per Attachments in section 8, below):

Contractor agrees to provide the following equipment/materials under this agreement:

The School District agrees to provide the following equipment/materials under this agreement:

PRESENTATIONS (if applicable) ; Contractor agrees presentation may be video recorded by the District, and broadcast In-District and locally on cable television unless otherwise indicated
(*Agreement is automatic unless otherwise selected):

*Agree ☐ Disagree ☐

2. COMPENSATION: Buyer agrees to pay the Contractor \$ _____

Actual Travel Expenses (check one); Do not apply ☐ Are included ☐ Are to be reimbursed to Contractor ☐

Compensation includes all costs related to the statement of work, including services, materials, and applicable travel, unless otherwise noted: _____

Special handling (i.e. remit), if any: _____

Total Expenditure Limitation; for services, including all costs, not to exceed authorized PO amount, or: \$ _____.

3. INDEMNIFICATION, SAFETY, AND SECURITY:

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Contracting Agency, its Board, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Contract, except for damage, loss, or injury resulting from the Contracting Agency's gross negligence or willful misconduct.
- B. Student safety is of the utmost importance to the District. All representatives of the Seller are required to make their presence known, by reporting to any School's Principal's Office upon arrival and departure. The Contractor shall comply with State and Federal Laws, Municipal Codes and Ordinances, and all Buyer's safety and security policies, guidelines, and regulations. If the Contractor renders services at the Buyer's facility, Contractor shall not remove any Buyer proprietary information therefrom. Contractors who will be performing services near children outside the sight and sound of a FNSB School District employee are required to adhere to the rules and regulations set forth in the FNSB School District Volunteer Packet.

4. INSURANCE:

In consideration of the nature of the service, and as deemed necessary by District risk management, Contractor shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as Excellent or Superior by A.M. Best Company. Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

- A. LIMITS: The contractor shall obtain insurance for not less than the following limits:

- 1. Commercial General Liability; \$1,000,000 limit
- 2. Comprehensive Automobile Liability; \$1,000,000 combined single limit
- 3. Workers' Compensation: \$100,000 each incident, \$500,000 disease-policy limit and \$100,000 disease-each employee.

- B. AUTOMOBILE LIABILITY INSURANCE

- 1. All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, i.e. delivery services; the limit in Section 5. A. 2 shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at Purchasing Dept. or Risk Management office.
- 2. If the limits in Section 5.A.2 apply the automobile liability policy must cover: All Autos or
- 3. All owned, non-owned and hired autos
- 4. Automobile liability insurance for scheduled autos only may or may not be acceptable.

If the contractor submits insurance covering only scheduled autos, then

- a. The insurance coverage must also include all non-owned autos
- b. The contract must provide a copy of the scheduled vehicles, and
- c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

- C. WORKER COMPENSATION (if applicable): The contractor understands that all employees must be covered by worker compensation insurance during the term of the contract with the School District. Except for off-site services, the Contractor's Workers' Compensation insurance policy shall contain a waiver of subrogation in favor of the FNSB School District.
- D. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section
- E. ADDITIONAL INSURED: Except for off-site services, the School District must be listed as an additional insured on the contractor's commercial general liability policy.
- F. CERTIFICATE OF INSURANCE: Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.
- G. CANCELLATION: The insurer shall send the School District thirty (30) days written notice before it cancels or refuses to renew coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice. The Contractor shall not materially alter their coverage limits, terms or conditions for the coverage requirements set forth in the contract.

FNSBSD SHORT FORM AGREEMENT, Terms and Conditions; continued (Page 3 of 3)

- H. **INCREASED COVERAGE:** During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the District will pay the contractor the difference between the old and the new premiums.
- I. Contractor agrees to pay for the insurance specified and agrees to provide the School District with a 30 days' notice of cancellation if non-renewal occurs during the contract period.
- J. Certificates of Insurance shall be issued to:
Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

5. TERMINATION:

The Buyer reserves the right to cancel this Contract for any reason upon ten (10) days advance written notice to the Contractor, unless otherwise agreed upon in writing, however termination due to loss of appropriated funds, or District facility closure shall be immediate, and without penalty.

6. TOBACCO, DRUG, ALCOHOL, AND NICOTINE-FREE SCHOOL DISTRICT:

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

7. GENERAL RELATIONSHIP:

Contractor is an independent contractor and will pay all applicable state, local, and federal taxes associated with this agreement.

8. Additional Information or ATTACHMENTS: The following attachments are listed in consideration of this agreement, and shall be incorporated by reference: (e.g. Detailed Scope of Work "SOW", Safety Plan, Fee schedule, Proposal, syllabus, email backup, etc.)

CONTRACTOR:

FNSB SCHOOL DISTRICT

By: _____
(Authorized Signature, electronic signatures accepted)

By: _____
Purchasing Agent (Authorized Procurement Officer)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____