



Melba School District #136

P.O. Box 185, 511 Broadway, Melba, ID 83641
Phone 208-495-1141 Fax 208-495-1142

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is effective on 22nd day of May, 2017, by and between Melba School District No. 136 (hereinafter “School District”) and **Valley Wide Cooperative** (“Vendor”).

RECITALS

Whereas, the School District desires to have the Vendor perform services and/or provide products and the Vendor agrees to accept such engagement to perform such services and/or to provide such products as specified below, subject to the terms and conditions contained hereunder.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and conditions contained herein, as well as other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Vendor Agreement agree as follows:

1. Engagement. The School District hereby engages the Vendor to perform the services and/or provide the products described in section 3 of this Agreement. The Vendor hereby agrees and accepts such engagement subject to the terms and conditions contained in this Vendor Agreement.
2. Compensation. In consideration of the services and/or products provided by the Vendor, the School District agrees to pay the Vendor the amount specified on the Vendor’s invoices for such services and/or products, provided that such invoices are consistent with the terms and conditions contained in this Vendor Agreement.
 - a. To the extent required by law, the School District shall report to the Internal Revenue Service and/or to such other State and/or Governmental taxing authorities, any amounts paid to the Vendor pursuant to this Agreement, utilizing IRS Form 1099 or other, similar forms as may be necessary.
 - b. When doing business with the School District or any of its schools, a valid Purchase Order (PO) is required per District Policy. Vendors who accept orders without first obtaining an authorized Purchase Order may not be paid. Vendor invoices should indicated and/or identify the applicable Purchase Order number.
 - c. The School District pays invoices one time per month. Invoice/Account terms are at a minimum of net 60 days to allow for processing and School Board approval. The District does not pay late fees or interest on such invoices.



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3. Duties of the Vendor. The Vendor shall provide products and/or provide the services which are specified in its response to a RFP, bid or other written estimate which is attached hereto, or which are set forth below. The Vendor agrees to provide: **Diesel (Dyed) at \$0.12 cost per gallon markup over wholesale gallon price for the term of this agreement and per the specifications listed in the Quote for Diesel Fuel provided by the Melba School District (MSD). Further, the Vendor agrees to provide a 1000-gallon tank, pump with meter and tank monitor. The tank is provided as part of the agreement and MSD will NOT be charged a monthly rental fee. Installation and removal costs are the responsibility of the Vendor. (A completed RFP response has been included for reference.)**
4. Documentation. Prior to signing this Vendor Agreement and receiving compensation for any services, the Vendor will provide to the School District the following documentation:
 - a. Certificates of Insurance (including but not limited to workers' compensation insurance, commercial liability insurance, and/or automobile liability insurance.)
 - b. Business License.
 - c. A completed IRS form W-9.
 - d. A completed Vendor Information Sheet.
5. On-site Schedule. The Vendor will adhere to any on-site schedule deemed suitable and appropriate by the School District. The Vendor, its representatives, agents and employees further agree that it will adhere to and comply with the standards and/or policies of the School District.
6. Insurance. The Vendor shall carry the following minimum insurance coverage in a form reasonably acceptable to the School District during the terms of this agreement:
 - a. Workers' Compensation Insurance issued as an Idaho policy covering the Vendor and the Vendor's employees, agents and representatives. Vendor's employees, agents and representatives who are injured or become ill on the job at a School District facility will be subject to the Vendor's workers' compensation insurance procedures and policy.



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- b. Comprehensive Automobile Liability Insurance with bodily injury limits of \$500,000.00/each accident and property damage with a limit of \$500,000.00/each accident. Coverage shall be inclusive of “any” automobile.
- c. Commercial General Liability Insurance including premises, operation and products liability coverage with personal injury and property damage limits of \$500,000.00/occurrence and/or \$1,000,000.00 in the aggregate.

The Vendor agrees to provide the School District with certificates evidencing such insurance upon the School District request, including the election of coverage in the Vendor’s worker’s compensation policy and the accepts thereof by the surety. Vendor’s insurers shall be acceptable to the School District. The Vendor’s insurance policies, with the exception of the worker’s compensation insurance, shall name the School District as an additional insured, state that such insurance is primary and that any insurance by the School District is excess and non-contributing with such primary insurance and shall waive all rights and subrogation against the School District. The failure of the Vendor to provide continuous insurance coverage shall permit the School District to charge back against the Vendor’s invoices and or received from the Vendor the costs or reasonable estimate of the costs of the School District’s actual purchase of like protection plus the value of any claims actual made.

7. Independent Contractor. No relationship of employer and employee is created by this Vendor Agreement. It is expressly and specifically understood that the Vendor will act hereunder as an independent contractor. The Vendor agrees and acknowledges that, its agents, representatives and employees are not subject to the direction and control of the School District in its day-to-day provision of the vendor services.
8. Term, Renewal and Termination.
 - a. Term: The original term of this Agreement shall commence on July 1, 2017, and shall continue until June 30, 2018, unless terminated earlier in accordance with the terms of this Agreement.
 - b. Renewal: Once the original term has been completed, MSD can voluntarily renew this Agreement for one twelve (12) month term running from July 1, through June 30th unless MSD contacts the Vendor thirty (30) days prior to the Agreement’s termination date. This voluntary renewal process can take place for no more than three (3) consecutive twelve (12) month terms AFTER the original term has been completed. Voluntary renewals will not be authorized by MSD nor offer by the Vendor after June 30, 2021. Thus, the last eligible fiscal year for this agreement’s voluntary renewal option is 2020 – 2021.



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- c. Termination: The School District reserves the right to terminate this Vendor Agreement at any time, for any reason upon thirty (30) days written notice.
 - i. The School District may terminate the services of any individuals or agents of the Vendor without terminating the entire Agreement. The Vendor agrees to replace any such individual that is unsatisfactory to the School District.
 - ii. The School District may, in its sole discretion, terminate this Vendor Agreement if the funds which would be used for this contract are insufficient and/or were not appropriated or approved by the Idaho Legislature or the School Board for the Melba School District.
9. Indemnification and Hold Harmless. The Vendor agrees to indemnify and hold the School District harmless from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever caused or attributable, in part or in whole, to the Vendor or the Vendor's employees, representative and/or agents, for property damage, personal injury or death or otherwise arising out of or in connection with or incidental to the performance of services or the provision of products by the Vendor pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney fees incurred or accrued by such loss, damages, liabilities, claims, demands or suits as well as the full amount of any judgment rendered, or compromised, or any settlement made.
10. Notices. All notices required to be given under this Agreement shall be given in writing and delivered personally and/or by registered or certified mail, return receipt requested, postage pre-paid and addressed as follows:

Melba School District No. 136
Attn: Dalelyn Allen, Business Manger
P.O. Box 185
511 Broadway Avenue
Melba, Idaho 83641

Valley Wide Cooperative
Attn: Kelly Price
2114 N 20th
Nampa, ID 83687

Notices shall be effective upon receipt if delivered personally or upon deposit in the United States mail.



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11. Entire Agreement-Amendments. This Vendor Agreement supersedes all prior written or oral agreements or understandings between the parties relative to the subject matter of this Agreement. This Vendor Agreement may be amended from time to time if mutually agreed to by the parties and such modification is reduced to writing.
12. Standards of Performance. In performing its obligations under this Agreement, the Vendor agrees to act in good faith and with reasonable care and due diligence.
 - a. The Vendor also agrees on behalf of its employees, agents and/or representatives that there will be no smoking or use of tobacco products on and/or around the School District property.
 - b. While on School District property, the Vendor and/or its employees, agents and/or representatives shall, , refrain from using profanity, and shall, have clothing or uniform in good clean condition and shall not wear any clothing which has any obscene letters, pictures, and/or phrases/sayings.
 - c. The Vendor and/or its employees, agents and/or representatives shall, while on School District property shall check in and out with the school and shall obtain and wear a visitor's badge at all times while on the school premises.
13. Assignability. This Vendor Agreement is for services and/or products to be provided solely by the Vendor designated in this agreement. The Vendor shall not assign its rights and obligations under this Agreement without the prior, written consent of the School District. The School District may assign this Vendor Agreement without prior written consent of the Vendor.
14. Governing Law. This Agreement shall be performed, construed and interrupted in accordance with laws of the State of Idaho.
15. Jurisdiction and Venue. The Vendor consents to personal jurisdiction and agrees that any and all proceedings which arise from or which pertain to this Vendor Agreement shall be brought in the District Court of the Third Judicial District in the County of Canyon.
16. Severability. If any provision of this Agreement is held to be invalid, illegal, unenforceable, or otherwise inoperative the remainder of this Agreement shall remain in full force and effect, as if said provision were not included in this Agreement.
17. Headings. The headings used herein are for convenience only and are not to be construed in interrupting this Agreement.



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18. Compliance with Laws. In performance of the duties required under this Agreement, both parties agree and shall comply with applicable laws, ordinances and codes of local, state and federal governments, including but not limited to OSHA, HIPAA and FERPA.

In witness whereof, the parties have signed this Vendor Agreement as of the day and year first written above.

Melba School District No. 136

Valley Wide Cooperative

Print Name

Print Name

Signature

Signature

Date

Date