



School District of Indian River County

Purchasing Department
Support Service Complex
6055 62nd Avenue
Vero Beach, FL 32967

Request for Proposal

Date: May 15, 2018

Title: **SDIRC 22-0-2018JC RFP Athletic Field Management**

This proposal must be submitted to the Director of Purchasing, School District of Indian River County, Support Service Complex, 6055 62nd Avenue, Vero Beach, FL 32967.

No Later Than 2:00 p.m. on June 5, 2018

Submittals received after this date will not be considered

Anti-Collusion Statement

The undersigned vendor has not divulged, discussed, or compared the proposal with other vendors and has not colluded with any other vendor or parties to the proposal. Vendor acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine Laws.

Proposal Submitted By:

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

PROPOSALS SUBMITTED WITHOUT AN AUTHORIZED SIGNATURE WILL NOT BE CONSIDERED.
Note: Entries must be completed in pen and ink or typewritten.

1.0 **INTRODUCTION**

The purpose and intent of this RFP is to outsource the management of all Bermuda grass fields at various School District sites. The scope of work is to include the management of all Bermuda grass fields including watering, fertilizing, mowing, pest control, aeration, top dressing, sod repair, etc. as required to keep the District's fields in excellent playing condition in a green manner and to minimize the impact to the environment.

1.1 No District labor or equipment will be supplied.

1.2 The School District encourages participation of minority businesses.

2.0 **PRE-BID MEETING:** A **non-mandatory** pre-bid meeting will be held on May 23, 2018 @ **10:00 a.m.** at the District's Purchasing Department, Support Service Complex, 6055 62nd Avenue, Vero Beach, FL 32967. Schedules for site visits will be provided at this meeting.

3.0 **TIME SCHEDULE**

The District will use the following time line. Dates are subject to change if necessary.

05.15.2018	Release of RFP on Onvia DemandStar
05.20.2018	Legal Ad published
05.23.2018	Non-Mandatory Pre-bid Meeting 10:00 am in the Purchasing Department
05.25.2018	Deadline for written questions. See 8.0
06.05.2018	Proposals due no later than 2:00 p.m. and will be publicly opened.
06.26.2018	Recommend firm to the School Board for approval

A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

4.0 **AWARD**

RFP will be awarded as a group. Items in groups, will be awarded by group. Therefore, it is necessary for a bidder to bid on every item in the particular group in which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire group bid will be disqualified. **Award will be made not on the basis of price alone**, but to the proposal whose submission contains the most advantageous combination of price, qualifications, experience and references.

5.0 **TERM OF CONTRACT**

The term of the contract shall be **July 25, 2018 to July 24, 2019** and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the bid.

6.0 **AGREEMENT FOR CONTRACTED SERVICES – ATTACHMENT E**

To all potential bidders it is imperative that you become familiar not only with the Terms and Conditions of this RFP solicitation but it is also that you read the attached Agreement that the awarded vendor(s) must execute with the District prior to Board approval.

7.0 **CONE OF SILENCE**

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the

recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQ, or ITN between:

- a. A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
- b. A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFP, RFQ or ITN, the cone of silence does not apply to the following:

- a. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- b. Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

8.0 **INQUIRIES**

- 8.1 The School Board of Indian River County is not liable for interpretations/misinterpretations or other errors or omissions made by the bidder in responding to this bid. The bidder shall examine this document to determine if the terms, conditions and requirements are clearly stated. If the bidder believes there are any terms, conditions or requirements that remain unclear or restrict competition, the bidder may request clarification in writing. Questions or request for clarity may be posed in writing solely to Jeff Carver and may be sent by mail, fax or email **by the deadline of 5:00 p.m. May 25, 2018.**

Jeff Carver, CPPO, Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
Tele: (772) 564-5050 Fax: (772) 564-5048
Jeffrey.carver@indianriverschools.org

9.0 **ADDENDA**

- 9.1 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where bid documents are on file and also on the Onvia DemandStar website <http://www.demandstar.com>. Each bidder shall check for addenda prior to submitting a bid.
- 9.2 A written addendum may be issued prior to the bid/proposal opening, which may modify, supplement or interpret any portion of this ITB. No verbal or written information from other sources are authorized as representing the School District of Indian River County. The School District of Indian River County will issue a written addendum with such information to all Proposers in a timely manner as to give the respondents sufficient time to respond to the information and incorporate such changes into their

response. All proposers shall acknowledge the receipt of such addendum by completing the addendum form, signing it, and including it with their bid response. If the addendum is received after the Proposer has submitted his proposal, he may mail the addendum under separate cover and include the incorporated changes in that package.

10.0 **SUBMITTAL OF BID**

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. All proposals shall be sent to:

**School District of Indian River County
Support Service Complex
Attn: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967**

PLEASE NOTE IF YOU ARE HAND-DELIVERING A BID, THIS ADDRESS DOES NOT SHOW ACCURATELY ON A GPS. SEE "**ATTACHMENT C**" FOR DIRECTIONS TO THE SSC COMPLEX.

10.1 If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Proposals delivered to a location other than as specified in Section 10.0 will not constitute receipt. It is the responsibility of the proposer to ensure proposals are timely received. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer. **Faxed or emailed proposals will not be accepted.**

10.2 One sealed original proposal with a manual signature and three (3) copies shall be submitted and clearly labeled "**SDIRC 22-0-2018JC RFP FOR ATHLETIC FIELD MANAGEMENT**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.

10.3 Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company. In addition to this signature, every page of this RFP must be initialed and returned with the proposal.

10.4 These documents constitute the complete set of specifications, requirements and/or proposal forms.

11.0 **STATEMENT OF NO BID - ATTACHMENT D**

If you are not submitting a bid, please return Attachment D with the reason(s) indicated no later than the stated bid opening date and hour. Repeated failure to bid without sufficient justification may be cause for removal of a bidder's name from the bid list.

12.0 **TERMS AND CONDITIONS**

12.1 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the School District with the services specified in the proposal.

12.2 Additional Terms - No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

- 12.3 Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 119.071(1)(b)).
- 12.4 Respondents shall not be allowed to modify their proposals after the opening time and date.
- 12.5 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 12.6 Any parts of the proposal or any other material(s) submitted with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary” or “trade secret” will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Bidder wishes to mark items as confidential or exempt, the Bidder must also reference the specific law that allows the exemption. The Board’s selection or rejection of a proposal will not affect this exemption.
- 12.7 Indulgence by the School District of Indian River County on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.
- 12.8 All proposals received in response to this RFP become the property of the School District. In the event a contract is awarded to the proposing firm, all documentation, regardless of media format, produced as a result of the contract will become the property of the School District.
- 13.0 **CONTRACTOR'S RESPONSIBILITIES**
- 13.1 The new uniform statewide badge is to be worn **in plain sight** at all times while on campus. This applies to all subcontractors as well.
- 13.2 The successful bidder (hereinafter referred to as the bidder) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 13.3 The bidder acknowledges that work will be performed only after receipt of a written purchase order.
- 13.4 Bidder shall be responsible to safeguard their equipment. The District assumes no responsibility for act of theft or vandalism which may occur while vendor’s equipment is located on any district site.
- 13.5 The vendor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 13.6 Pursuant to Board Rule 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- 13.7 Pursuant to Board Rule 7217 the possession of any weapon will not be tolerated on school district property.
- 13.8 Unless otherwise specified, the vendor represents and warrants that the goods, materials, supplies, or components offered to the School District under this RFP solicitation are compatible with existing materials and will not void existing warranties, and are not used or reconditioned.
- 13.9 The Contractor's time shall start upon arrival at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the School Board.
- 13.10 The Contractor shall be required to comply with all applicable Federal, State and local permits, licenses, local building codes laws, ordinances, rules and regulations that in any manner affect the

items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. In addition, the bidder shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Bidder shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

- 13.11 The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor and/or workmanship and shall promptly correct improper work, without cost to the District, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonable, incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year or as agreed upon at acceptance of the work by the District.
- 13.12 Vendors doing business with the School District of Indian River County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age or disability with regard to but not limited to the following: employment practices, rates of pay or other disability compensation methods, and training selection.

14.0 **RIGHTS OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FL**

The School District reserves the right to:

- 14.1 Accept the proposal/bid of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and also to reject any and all items.
- 14.2 Reject any and all proposals, to make awards for individual items, groups of items, all or none or a combination thereof; and waive all formalities, irregularities or technicalities as may be in the best interest of the School District, is reserved by the District.
- 14.3 Cancel this RFP/ITB, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.
- 14.4 Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- 14.5 Seek clarification of information submitted and to waive minor irregularities in any proposal/bid.
- 14.6 Accept and utilize any and all ideas submitted in any proposal/bid.
- 14.7 Adopt all or any part of the proposal/bid in selecting the best solution for the School District.
- 14.8 Negotiate further with any proposer responding to the RFP/ITB if it will serve the best interest of the School District.
- 14.9 Select and award the contract to the responsive proposer providing the best value to the School District.
- 14.10 Add features, service, modify or deletions if it is in the District's best interest, the District may enter into negotiations with the contractor to amend the contract. Also, if a contractor has newer technology by way of an amendment agreeable to both parties.

- 14.11 Cancel the contract, or portions thereof, without penalty for reasons of funding limitations.
- 14.12 Seek all remedies in law and/or in equity in the event that the awarded firm should breach this contract.
- 14.13 Waive minor deviations or exceptions in bids providing such action is in the best interest of the School District of Indian River County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

14.14 Cancellation for Convenience / Termination - In the event any of the provisions of this proposal are violated by the bidder, the Superintendent or her designee, shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the Bidder. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Bidder that amount of the contract actually performed to the effective date of termination.

15.0 **EVALUATION OF PROPOSALS**

The Evaluation Team will evaluate each proposal on its own merit and recommend firm(s). It is and shall be understood and agreed that the decision of the School District after evaluation shall be final. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same requirement. The evaluation process shall consist of reviewing the written proposals and may include the interviewing and inspection of certain firms by the Evaluation Team as deemed appropriate.

16.0 **SELECTION CRITERIA AND PROCESS**

The Evaluation Team will use the criteria enumerated below to review all proposals. Points will be award as follows:

	<u>Possible Points</u>
Price	50
Qualifications and Experience	25
References	<u>25</u>
Total	100

17.0 **SHORT-LIST** - firms will be selected and ranked by the Evaluation Team for consideration.

18.0 **CORRECTIONS**

All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.

19.0 **DEFAULT**

In the event that the awarded firm should breach this contract, the School District of Indian River County reserves the right to seek all remedies in law and/or in equity.

20.0 **VENDOR GUIDELINES**

20.1 Before submitting a quote, bidder should become familiar with any local conditions which may, in any manner, affect the work to be done or effect the equipment, materials, labor and services required. The bidder is also required to carefully examine the specifications and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

20.2 Proposals shall not be considered if the bidder cannot meet the special conditions contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance of performance. The School Board shall be the sole judge of the adequacy of alternative provisions for the required degree of assurance of performance.

21.0 **LICENSES, PERMITS AND INSPECTIONS**

21.1 The bidder shall be licensed in Indian River County and/or the State of Florida Construction Industry Licensing Board (if applicable) according to Florida State Statutes, Chapter 489. These licenses must be valid at the time of the bid opening. A copy must be provided with the bid response and updated annually.

21.2 Contractor shall notify the School District of Indian River County if any change occurs in regards to licenses.

22.0 **CONSTRAINTS**

Includes, but not limited to, all applicable state laws and Department of Education Regulations.

23.0 **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT**

23.1 All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

23.2 This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24.0 **FUNDING OUT, TERMINATION, CANCELLATION**

24.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

24.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

24.3 The Board may, during the contract period, terminate or discontinue the services covered in this RFP for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section 24.0.

24.4 Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

25.0 **ASSIGNMENT**

The successful bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

26.0 **PUBLIC ENTITY CRIMES**

26.1 Pursuant to Florida Statutory requirements, potential Respondents are notified:

- a. 287.133(2)(a) 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, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may

not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- b. 287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- c. 287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- d. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.
- e. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- f. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

27.0 **DRUG-FREE WORKPLACE - ATTACHMENT A**

Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Attached is the drug-free workplace certificate form to be submitted with bid or shall be submitted within five (5) days upon request.

28.0 **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, Sub-contractor or consultant under contract with any public entity, and may not transact business with any public entity.

29.0 **LEGAL REQUIREMENTS**

29.1 Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

29.2 Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the contractor shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Contractor shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

29.3 Vendors doing business with the School District of Indian River County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age or disability with regard to but not limited to the following: employment practices, rates of pay or other disability compensation methods, and training selection.

30.0 **FEDERAL AND STATE TAX**

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with County, nor shall any vendor/proposer be authorized to use the County's Tax Exemption Number in securing such materials.

31.0 **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with the District, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

32.0 **PUBLIC RECORDS LAW**

All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.

- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

33.0 **INVOICES / PAYMENT**

33.1 All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. If applicable, payments shall be based on percentage of completion with partial or complete release of liens. Invoices shall be in accordance to terms, conditions and prices found in SDIRC 22-0-2018JC.

33.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.

34.0 **INSURANCE – (to be submitted by awarded bidder after board approval)**

34.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.

34.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$500,000 single occurrence; \$1,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.

34.3 Vendor shall provide the School District of Indian River County with a Certificate of Insurance naming the District as "**named additional insured**", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.

35.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

35.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

35.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.

36.0 **RIGHT OF REVIEW**

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.

37.0 **FLORIDA TRENCH SAFETY ACT - IF APPLICABLE**

Where relevant, vendor shall comply with the Trench Safety Act and will design and provide a trench safety system at all trench excavations in excess of five (5) feet in depth for any project as per Section 553.60 through 553.64 F.S. Vendor shall also comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. as per Chapter 90-96 of the Laws of Florida.

38.0 **DEBARMENT**

As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

39.0 **JESSICA LUNSFORD ACT (awarded vendor(s) must comply if providing a service and/or installation on a campus)**

39.1 On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

39.2 The Contractor will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Contractor or its personnel or subcontractors providing any services. The Contractor will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor, its employees and subcontractors. The Contractor's employees and subcontractors shall display the issued uniform, statewide identification badge in plain view at all times while at a School Board facility. The parties agree that the failure of the Contractor to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, 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, or third party claims resulting from Contractor's failure to comply with these requirements. Contractor shall require each of Contractor's subcontractors on the project to agree in writing to the provisions of this paragraph. Contractor's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as Contractor is in compliance with the provisions of this paragraph.

39.3 You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.

40.0 **POSTING OF RFP AND SPECIFICATIONS**

Specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the Onvia DemandStar website <http://www.demandstar.com> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes

41.0 **BID PROTEST**

41.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

41.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 or more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

42.0 **ATTACHMENTS**

- 42.1 Attachment A Drug Free Workplace
- 42.2 Attachment B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 42.3 Attachment C Directions to SSC Complex, Purchasing Department
- 42.4 Attachment D Statement of No Bid
- 42.5 Attachment E Sample Agreement for Contracted Services

SPECIFICATIONS

The following are the minimum specifications for Athletic Field Management, which consists of the following: Maintenance plan for a **total** of 31.0 acres of Athletic Fields including Gifford Middle School 1.37 acres; Liberty Magnet 2.0 acres; Oslo Middle School 4.7 acres; Sebastian River High School 7.18 acres; Storm Grove Middle School 1.75 acres; and Vero Beach High School 14 acres.

1. Irrigation to be checked weekly to insure proper operation and moisture. **Repair parts and labor will be charged to the school district.**
2. Field maintenance: provide mowing and manicuring of fields depending on use schedule and grass growth. Fields to be mowed to height of district specifications (generally .750 inch to 1 inch). Fields to be mowed, string trimmed where appropriate and debris blown as required.
3. Aeration to be performed as required (or fit into District schedule). Additional aeration to be performed during scheduled field closures as directed by Athletic Director.
4. Pest Control to be applied to Bermuda grass and root system in order to maintain control of ants, mole crickets, sod webworms, grubs and army worms and animal damage (armadillos and sand hill cranes) to the turf area. Staying proactive will keep the Bermuda grass and root system healthy.
5. Weed control program will be necessary to ensure proper playability of fields. Vendor will apply pre-emergent herbicide to fields every three months to help prevent goosegrass, crabgrass, tropical signal grass and winter weeds. The management program should also include post emergent herbicide treatment to ensure a weed free playing surface.
6. To encourage turf recovery, the turf is to receive frequent fertilizers based on annual soil testing. Best management practices should be followed according to UF-IFAS regulations. Athletic field maintenance will be based on soil/tissue/visual tests and designed with environmentally friendly products. All products supplied shall comply with SERF and DEP requirements for public facilities.
7. Sand top dress/soil repair (holes due to excess wear) will be performed during the summer months or as required, by the vendor. Sand will be supplied by the School District. All equipment will be supplied by the Awarded Vendor. Services to include on game fields, verticutting and plugging yearly, aerating yearly, and topdressing by-yearly. Awarded Vendor will perform quality control of the sand before applying to fields.

SUMMARY PAGE

Group 1 - ATHLETIC FIELD MANAGEMENT as per specifications, terms and conditions.
All equipment and labor to be supplied by Vendor for proper management of the School District fields.
 Please list Vendor equipment below that will be used (attach additional page if necessary):

Quantity	Description	Purpose

Management plan for a **total** of 31.0 acres of Athletic Fields consisting of:

Item No.	Location/Description	Acreage	Quoted Price
1	OSLO MIDDLE SCHOOL	4.7	\$
2	SEBASTIAN RIVER HIGH SCHOOL	7.18	\$
3	STORM GROVE MIDDLE SCHOOL	1.75	\$
4	VERO BEACH HIGH SCHOOL	14	\$
5	LIBERTY MAGNET	2	\$
6	GIFFORD MIDDLE	1.37	\$
7	YEARLY TOPDRESS FOR ITEMS 1-6	31.0	\$
ITEMS 1 THROUGH 7; GROUP TOTAL.....			\$ <u> </u>

See **X** on the months that firm will be performing Agronomic Program for District Fields in the above proposal. Please add any additional your firm feels will be necessary. Additional aeration will be scheduled during field closings as directed by Athletic Director.

IN SEASON	Mar	Apr.	May	Jun.	July	Aug.
Pre-emergent herbicide		X				X
Nutrients to turf		X			X	X
Weeds		X			X	
Mole, crickets, ants, worms	X					
Aeration			X	X	X	
OFF SEASON	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.
Pre-emergent herbicide		X			X	
Nutrients to turf	X	X	X		X	
Weeds		X				X
Mole, crickets, ants, worms		X				
Aeration						

Authorized Signature (Manual)

Authorized Name and Title (Type or **Printed**)

Date

Additional Information

A. The bidder must submit below the name and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

Contact Person:

For Regular Work Hours: _____

Telephone: _____

After Hours, Weekends, Holidays: _____

Telephone: _____

B. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate officer or employee of their business. Indicate either yes or no. If yes, give the person(s) name(s) and position(s) with your business.

No _____

Yes _____ List name(s) and Position(s) _____

C. Total years in business under this company name _____

D. Total years of experience _____

E. **REFERENCES** - list a minimum of three **CURRENT** references (other than SDIRC) for projects **similar in scope for which you are bidding**.

COMPANY _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT PERSON _____ TELEPHONE _____
SCOPE OF PROJECT _____
_____ TOTAL COST \$ _____

COMPANY _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT PERSON _____ TELEPHONE _____
SCOPE OF PROJECT _____
_____ TOTAL COST \$ _____

COMPANY _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT PERSON _____ TELEPHONE _____
SCOPE OF PROJECT _____
_____ TOTAL COST \$ _____

COMPANY _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT PERSON _____ TELEPHONE _____
SCOPE OF PROJECT _____
_____ TOTAL COST \$ _____

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

Identical Tie Bid - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. A business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ Company Name

_____ Vendor's Signature

_____ Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.

ATTACHMENT B

**School District of Indian River County
Purchasing Department**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RFP, RFQ, RFP Number **22-0-2018JC RFP ATHLETIC FIELD MANAGEMENT**

Organization's Name _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT B (continued)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C



Please note: a GPS does **not** provide accurate directions to this address. Please follow the following directions:

I-95

Coming from the north I-95

Exit 156 at Fellsmere (SR 512) and travel east

Turn right on SR 510

Travel several miles and turn right on 66th Avenue

Turn left on 57th Street

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

Coming from the south I-95

Exit 147 Vero Beach (State Road 60) and travel east.

Turn left on 66th Avenue

Travel north and turn right on 57th Street.

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

US1

Turn west on 53rd Street.

Turn right on 58th Avenue (Kings Highway).

Left on 57th Street

Right on 62nd Avenue and travel to the end. Our complex is on the left. The 3rd driveway is for visitors. Front door by flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is:

6400 57th Street
Vero Beach FL 32967

ATTACHMENT D

STATEMENT OF 'NO BID'

Bid: SDIRC 22.0.2018/JC RFP Athletic Field Management

Commodity/Service: _____

We, the undersigned, have decided not to bid for the following reasons:

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file only for the commodity listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks _____

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Indian River County's vendor list for this commodity.

Company Name _____ Date _____

Authorized Signature _____

Printed Name _____

Telephone Number _____ Fax _____

Email Address _____

4. PAYMENT SCHEDULE

Payment will be generated by the School Board's Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- One lump sum payment in the amount of \$ _____ upon completion of services
- Partial payments in the amount of \$ _____ after/before each _____
- Payment of District approved invoices.

5. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

7. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

9. DUTY TO DEFEND

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

10. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for

immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement 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. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of 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, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

13. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board 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. Contractor will indemnify and hold harmless the School Board 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 Agreement, including its use by the School Board. 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.

14. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services

under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County. Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present. Contractor agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all of its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

16. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

17. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Indian River County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

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.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to Contractor or its principals.

19. CONDUCT WHILE ON SCHOOL PROPERTY

The Contractor acknowledges that its employees and agents must 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 subject to the administrator of designee. It will be considered 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 which will disrupt the educational program or constitute any level of threat to 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 building administrator or designee.

20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.

21. 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, or national or ethnic origin.

22. 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. The only exemption regarding payment of taxes shall be for situations that involve resale of product to the public for the purpose of fund-raising.

23. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address: The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: _____
Contact's Name/Title: _____
Address: _____

School Board's Address: The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County
Attn: Superintendent Mark J. Rendell, Ed.D
6500 57th Street
Vero Beach, Florida 32967**

With a copy to:

Department:
Department Director:
Address:

**Physical Plant
Attn: Robert Michael
6500 57th Street
Vero Beach, Florida 32967**

With a copy to:

Department:
Department Director:
Address:

**Purchasing and Central Receiving
Attn: Jeff Carver
6055 62nd Avenue
Vero Beach, Florida 32967**

24. INSURANCE REQUIREMENTS

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. **THE SCHOOL BOARD OF INDIAN RIVER COUNTY** shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract.

School Board of Indian River County, Florida

Company Name

Signature of Contractor

Shawn R. Frost, Chairman

Printed Name of Contractor

Printed Name

Date

Date

Address

Address

Telephone / Fax Number

Contact Email Address

FEIN (BUSINESS) _____

SS# (INDIVIDUAL) _____