



School District of Indian River County

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

Invitation to Bid

Date: October 12, 2017

Title: SDIRC 04-0-2018JC ITB for Mechanical Services and Repairs

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 October 31, 2017

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.

Invitation to Bid

1.0 INTRODUCTION AND SCOPE

- 1.1 This is an Invitation to Bid (ITB) to secure firm prices and establish a term contract for state licensed mechanical contractors, as specified herein. It is the District's intent to obtain professional services in which the vendor has the capability and the capacity to perform services such as installation, maintenance, repairs, sheet metal work, chiller change outs, chilled water piping and other HVAC work as requested on an as needed basis for projects and repairs up to \$300,000. The majority of work for these projects will take place when students are absent from the campus such as late afternoons or weekends.
- 1.2 The successful bidder(s) will furnish at their expense, all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts (unless otherwise specified by the district), and equipment necessary to complete each project.
- 1.3 The principal business of the bidder shall be mechanical contracting and bidder shall have maintained continual working experience in this field for a period of five (5) years prior to bid date.
- 1.4 Materials furnished by the contractor will be on the basis of actual cost plus a mark-up. Supporting cost documentation must be supplied with all invoices containing materials in excess of \$500.00. The district may at their discretion provide the contractor with any materials or specialized equipment as needed.
- 1.5 Prices bid herein should include cost of all labor, materials, equipment, delivery and installation FOB destination to site specified on purchase order which may include any school district properties within Indian River County.
- 1.6 Bidder shall be capable to provide crews that can be processed through the FDLE Level II background checks. Bidders are advised that they are responsible to ensure that no employees or subcontractors used by their firm have been convicted or are currently under investigation for crimes against children in accordance with FS 435.04.
- 1.7 **Salvage** - All items removed during any work performance under this contract must remain the property of the owner unless indicated otherwise by the Director of Purchasing. See Section 19 for contact information. As part of the contract, owner will require transportation of salvage materials to the SSC Complex located at 6055 62nd Avenue, Vero Beach, FL 32967. It shall be the contractor's responsibility for removal and transport.

2.0 PRE-BID MEETING: not applicable

3.0 CONE OF SILENCE

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), 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 IFB, 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 IFB, 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, may 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.

4.0 **BIDDER'S RESPONSIBILITIES**

4.1 Unless otherwise specified, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this bid solicitation are compatible with existing materials and will not void existing warranties, and are not used or reconditioned.

4.2 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.

4.3 The Contractor shall be required to comply with all applicable Federal, State and local permits and licenses and local building codes.

4.4 Emergency Work - From time to time emergency work may be requested. The Contractor shall meet with District personnel within two (2) hours notice (or what may later be agreed upon) to review the Scope of Work, provide an estimate, proceed with work without delay and in general be responsive to the "Emergency" request.

4.5 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.

5.0 **BID SECURITY BOND - (NOT APPLICABLE TO THIS BID)**

6.0 **PERFORMANCE AND PAYMENT BOND - (NOT APPLICABLE TO THIS BID)**

7.0 **DELIVERY** - Delivery of materials shall be FOB destination to the site specified on the purchase order which may include any district-owned facility within Indian River County.

8.0 **FLORIDA BUSINESSES - (NOT APPLICABLE TO THIS BID)**

9.0 **AWARD**

9.1 In order to meet the needs of the school system and to be in the best interest of the School District of Indian River County, award will be made to a primary vendor (Lowest Responsive and Responsible Bid) and a secondary vendor (Second Lowest Responsive and Responsible Bid) for non-emergency projects. Bidders shall provide an hourly rate on the summary page. Projects less than \$15,000 will be awarded to the Primary Vendor. If the Primary Vendor is unable to perform the required services the secondary vendor will be awarded the project. Anytime the Primary Vendor declines a project, they will be required to provide a written reason why the project was declined. The District reserves the right to solicit the general market for pricing in lieu of utilizing this contract for all projects.

10.0 **OBTAINING QUOTES**

10.1 **For Projects Greater than \$15,000**

When services exceeding \$15,000 are required, both awarded vendors will be invited to provide a quote for that particular project. Each vendor will be notified by a district representative and given a date and time to meet on-site. This may be an email notification. If available, each awarded vendor is to provide two (2) email addresses for the District to send notifications to. If you fail to attend you shall forfeit the opportunity to participate in that particular project. The District reserves the right to forgo quote solicitation from awarded vendors with award to either when circumstances are not feasible for this step.

10.2 Individual quote sheets will be provided for each project. This quote sheet must be executed and returned to the Director of Physical Plant, 6055 62nd Avenue, Vero Beach, FL 32967. Failure to submit your individual response by the time prescribed will prevent you from participating in that particular project.

10.3 The turn-around time for each quote shall vary due to the urgency of the project. Each quote must be itemized based on the prices submitted in vendor's bid document and submitted on the quote form provided. Engineered drawings will be provided when necessary. The District will not accept a quote based on a "not to exceed" dollar amount. However, it is understood that individual jobs may warrant an additional educational discount; therefore a vendor may always submit an itemized quote that is based on a lower price. Each quote must be precise, accurate and firm.

10.4 Agreement - To all potential bidders it is imperative that you become familiar not only with the Terms and Conditions of this ITB solicitation but it is also that you read the attached Agreement that the awarded vendors must execute with the District prior to Board approval. See **Attachment C**.

10.5 The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.

10.6 The School District encourages participation of minority businesses.

11.0 **TERM OF CONTRACT**

The term of the contract shall be from **November 22, 2017 to November 21, 2018** 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.

12.0 TIME SCHEDULE

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

- 10.12.2017 Released
- 10.15.2017 Legal Advertisement
- 10.20.2017 Question Deadline 5:00 PM
- 10.31.2017 Bids due no later than 2:00 p.m.
- 11.21.2017 Recommend firm(s) to the School Board for approval.

The above timeline is tentative and the District reserves the right to change as necessary.

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

13.0 TERMS AND CONDITIONS

- 13.1 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide the School District with the services specified in the proposal.
- 13.2 The School Board has the right to cancel this ITB, to reject any and all submittals, 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.
- 13.3 The District will evaluate each bid on its own merit and discuss its findings with its management. It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final.
- 13.4 Additional Terms - No additional terms and conditions included with the vendor's 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.
- 13.5 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)).

14.0 CONTRACTOR'S RESPONSIBILITIES

- 14.1 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.
- 14.2 The successful bidder (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 14.3 The contractor acknowledges that work will be performed only after receipt of a written purchase order.

- 14.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
- 14.5 Contractor shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.
- 14.6 Contractor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor's equipment is located on any school district site.
- 14.7 The contractor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 14.8 The contractor shall have an English-speaking, licensed (State of Florida or Indian River County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- 14.9 The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board
- 14.10 Policies and Rules prohibit smoking and consumption of alcohol and illegal drugs while on campus.
- 14.11 Possession of firearms will not be tolerated on school district property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on school district property. Furthermore, no person may possess or bring a firearm on school district property.

15.0 **INSTRUCTIONS TO PROPOSERS**

All bids must be prepared and submitted in a sealed envelope in accordance with the instructions provided in this ITB. Bidder shall initial the bottom of each page and return all pages of the bid document to:

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

PLEASE NOTE: **THIS ADDRESS DOES NOT SHOW ACCURATELY ON A GPS. SEE ATTACHMENT D FOR DIRECTIONS TO OUR NEW FACILITY.**

- 15.1 If a bid is transmitted by US Mail or other delivery medium, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delivered to a location other than as specified in Section 15.0 will not constitute receipt. Any bids received after the stated time and date will not be considered and will be returned unopened to the proposer. Faxed or emailed bids will not be accepted.
- 15.2 One sealed original proposal with a manual signature and three (3) copies shall be submitted and clearly labeled " ITB 04-0-2018/JC – Mechanical Services" 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

- 15.3 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.
- 15.4 These documents constitute the complete set of specifications, requirements and/or proposal forms.
- 15.5 Respondents shall not be allowed to modify their bids after the opening time and date.
- 15.6 This is an Invitation to Bid; therefore the School District of Indian River County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 15.7 Bids not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 15.8 All bids received in response to this ITB 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.

16.0 **ITB INQUIRIES**

In order to maintain a fair and impartial competitive process, the School District must avoid private oral communications with prospective bidders during the proposal preparation and evaluation period. Prospective bidders may pose questions in writing directly to the Purchasing Department during this period. Inquiries may be received by mail, fax or email no later than **5:00 p.m. October 20, 2017.** Send all email inquiries to both email addresses shown below.

Jeff Carver, Director of Purchasing
Support Services Complex
6055 62nd Avenue
Vero Beach, FL 32967
Tele: (772) 564-5050 Fax: (772) 564-5048

Jeffrey.Carver@indianriverschools.org and Sheryl.cobb@indianriverschools.org

- 16.1 Responses to questions will be provided in the form of an addendum.
- 16.2 No addenda will be issued later than five (5) calendar days prior to the date for receipt of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 17.0 **RIGHTS OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FL**
The School District reserves the right to:
- 17.1 Accept the proposals of any or all of the items it deems in its sole discretion to be in the best interest of the School District.
- 17.2 Reject any and all bids, 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.
- 17.3 Reject any and all offers received as a result of this Invitation to Bid.

- 17.4 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.
- 17.5 Seek clarification of information submitted and to waive minor irregularities in any proposal.
- 17.6 Accept and utilize any and all ideas submitted in any bid
- 17.7 Adopt all or any part of the proposal in selecting the best solution for the School District.
- 17.8 Negotiate further with any proposer responding to the ITB if it will serve the best interest of the School District.
- 17.9 Select and award the contract to the responsive proposer providing the best value to the School District.
- 17.10 If the School District determines additional features, service, modifications or deletion are needed and 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.
- 17.11 The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.
- 18.0 **INDULGENCE**
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.
- 19.0 **CORRECTIONS**
All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.
- 20.0 **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.
- 21.0 **VENDOR GUIDELINES**
- 21.1 The vendor's response to the bid, along with any addenda, shall upon award, be an addendum to the contract.
- 21.2 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 21.3 Before submitting a bid, 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.

- 21.4 Bids 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.

22.0 LICENSES, PERMITS AND INSPECTIONS

- 22.1 Each bidder, by submitting a bid, certifies that they possess a current mechanical contractor's license with the Florida Board of Professional Regulation and any other applicable license to perform these services. An EPA certification will be required of anyone removing or installing refrigerants; Type I for small appliances, Type II for high pressure and very high pressure appliances, Type III for low pressure appliance or Universal which includes Type I, II and III. These licenses must be valid at the time of the bid opening. A copy must be provided with the bid response and updated annually.

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

- 22.3 Prior to the commencement of work, awarded vendors shall obtain a building permit for each project performed from the District's Department of Building Standards and Code Compliance; vendor shall comply with all requirements and each project is subject to inspections. Contact this department at 772-564-5020 to obtain building permits at no charge.

23.0 CONSTRAINTS

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

24.0 JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT

- 24.1 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.

- 24.2 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.

25.0 FUNDING OUT, TERMINATION, CANCELLATION

- 25.1 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.

- 25.2 It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

- 25.3 Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all proposers:

- a. The Board may, during the contract period, terminate or discontinue the services covered in this bid 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.
- b. 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".

26.0 **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.

27.0 **PUBLIC ENTITY CRIMES**

27.1 In compliance with Florida Public Entity Crime Status (Section 287.132,133), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any 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 work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

27.2 The proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

28.0 **DRUG-FREE WORKPLACE**

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. **ATTACHMENT A**, Drug-free Workplace certificate form is to be submitted with bid or shall be submitted within three (3) days upon request.

29.0 **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.

30.0 **LEGAL REQUIREMENTS**

30.1 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.

30.2 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.

30.3 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.

31.0 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.

32.0 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per School Board Rule 1113, it is the policy of the School 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 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 interpretation.

33.0 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.

34.0 CANCELLATION / TERMINATION

In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to the contractor 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 District 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 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 vendor that amount of the contract actually performed to the effective date of termination.

35.0 INVOICES / PAYMENT

35.1 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 04-0-2018JC.

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

35.3 Invoices shall not be submitted prior to final inspection by the Department of Building Standards and Code Compliance if applicable.

36.0 INSURANCE

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

36.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 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.

36.3 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.

37.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

37.1 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.

- 37.2 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.
- 38.0 **RIGHT OF REVIEW**
The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.
- 39.0 **FLORIDA TRENCH SAFETY ACT - when 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.
- 40.0 **AS-BUILTS – when applicable**
The contractor shall assist in the transfer of the project to the facilities department including the delivery of as-built drawings, warranties, guaranties and operating instructions. The contractor shall maintain a set of up-to-date documents on site noting deviations/changes to the documents which it shall submit as part of the project closeout section of the specifications. All deviations/changes (RFI's or Change Orders) shall be provided to the Building Department for review prior to the contractor continuing the construction.
- 41.0 **FISH REPORT – when applicable**
The architect shall provide an architectural floor plan that shows all changes that will affect the Florida Inventory of School Houses (FISH) report. A FISH drawing and the OEF208A form shall be completed and provided to the SDIRC Building Department as per SREF, Chapter 4 Section 4.3(b).
- 42.0 **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.
- 43.0 **JESSICA LUNSFORD ACT**
- 43.1 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.
- 43.2 Awarded vendor(s) and sub-contractors must comply with the Jessica Lunsford Act which requires your business to submit to Level 2 fingerprint screening. The cost is \$81.25 per person. 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.

44.0 POSTING OF BID AND SPECIFICATIONS

Invitation to Bid with specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the District website <https://www.indianriverschools.org/bids-and-contracts2> 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.

45.0 BID PROTEST

45.1 Any proposers who are adversely affected by the recommended award may file a bid 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. 45.2 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 of \$5,000 or (2) percent of the lowest acceptable bid for projects less than \$500,000 and projects/bids greater than \$500,000 a protest bond must be submitted in an amount of \$25,000 or (2) percent of the lowest accepted bid whichever is greater, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding 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.

46.0 ATTACHMENTS

ATTACHMENT A – DRUG-FREE WORKPLACE
ATTACHMENT B – DEBARMENT CERTIFICATION
ATTACHMENT C – AGREEMENT
ATTACHMENT D – DIRECTIONS TO SSC

BID SUMMARY SHEET

ITEM 1. A. - HOURLY RATES FOR MAINTENANCE, REPAIRS AND SHEET METAL WORK AND CHILLER CHANGE OUT AND CHILLED WATER PIPING

Title	Hourly Rate
Licensed Journeyman	\$ _____
Foreman	\$ _____
Apprentice	\$ _____
Markup for materials	Cost Plus _____%
Non-bid or rated rental equipment	Cost Plus _____%

Documentation shall be supplied prior to release of payment for material cost in excess of \$500.00 per job.

ITEM 1. B. QUALIFICATIONS AND LITIGATION

License(s) held by firm _____
Occupational & Number _____
Construction & Number _____
Other & Number _____

List all firms Officers and Title below

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

Indicate number of automotive vehicles (cars, trucks, vans, etc.) currently owned/leased

Vehicles Owned _____ Vehicles Leased _____

Company Name _____

Indicate number of employees:

Supervisory ____ Clerical/Support ____ Journey Persons ____ Helpers ____

Total years in business under this company name ____

Total years of mechanical contracting experience ____

List names and experience of journey persons below:

Name	Years with Company	Licenses / Numbers Other Certificates	Years as a journey person
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional pages if necessary. Check Box () if additional pages attached.

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) _____

Company Name _____

Pending Litigation: Submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

Submit 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 and Holidays: _____

Telephone: _____

ITEM 1. C. REFERENCES AND COMMERCIAL EXPERIENCE - list a minimum of three references (other than SDIRC projects)

Name _____

Address _____

City _____ **State** _____ **Zip Code** _____

Contact Person _____ **Telephone** _____

Scope of Project _____

Total Cost \$ _____

Company Name _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Company Name _____

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 of 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 4-0-2018JC

Organization's Name _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT B (cont.)

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

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this 22th day of November, 2017, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and _____. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", for Mechanical Services and Repairs is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform as follows.

Nature of Contracted Services: As per the terms and conditions of SDIRC 04-0-2018/JC which is incorporated into this Agreement by reference, vendor shall provide Mechanical Services and Repairs.

Anticipated Outcome of Contracted Services: vendor to furnish at their expense all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts and equipment necessary for best practice to complete each project and be solely responsible for all work assigned by the District.

Location(s) and dates(s) / Hours of Contracted Service:
Services will be provided for all District sites as needed.

2. TERM OF AGREEMENT

The term of this contract shall be for the period of November 22, 2017 through November 21, 2018 with the option to renew annually for a period of two (2) additional years. Annual renewal acceptance will be based on the successful bidder and the School Board agreeing to specifications, terms and conditions and maintaining firm prices for the forthcoming year.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor as follows which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

Hourly Rate for Labor	Regular Hours 7:00 am to 5:00 pm	Overtime Hours and Saturday	Sundays and Holidays
Journeyman			
Foreman			
Apprentice			
Materials – Cost Plus	_____ %		
Equipment Rental – Cost Plus	_____ %		

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, or 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 Code 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 re-sale 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: **Physical Plant**
Department Director: **Attn: Robert Michael**
Address: **6500 57th Street**
Vero Beach, Florida 32967

With a copy to:

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

24. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

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.

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Company Name

The School Board of Indian River County, Florida

Signature of Vendor/Contractor

Signature of Chairman, School Board of Indian River County

Printed Name of Vendor/Contractor

Mr. Charles G. Searcy
Printed Name of Chairman, School Board of Indian River County

Date

November 21, 2017
Date of Board Approval

Address

6500 57th Street
Address

Vero Beach, FL 32967

Telephone / Fax Number

Contact Email Address

FEIN (BUSINESS) _____

SS# (INDIVIDUAL) _____

ATTACHMENT D



Please note: a GPS does not provide accurate directions to this address. Please follow these 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. The front door is by the 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