

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

Department of Purchasing and Central Receiving
 6055 62nd Avenue • Vero Beach Florida 32967
 (772) 564-5045

INVITATION TO BID**Bidder Acknowledgement****BID NO. SDIRC 16-0-2019JC****DATE: May 1, 2019****BID TITLE: Electrical Contractors****PAGES: 1 of 36****BIDS SHALL BE RECEIVED NO LATER THAN 2:00 P.M. May 20, 2019 AND WILL BE OPENED PUBLICLY**

Vendor Name:		Terms: Bidder see PP3- General Conditions
Mailing Address:		F.E.I.D. No. (S.S. #)
City - State – Zip Code:		Delivery _____ calendar days after receipt of order.
Area Code/Telephone Number:	Toll Free Number:	Fax Number:
Vendor E-Mail Address:		Vendor Web Address:

ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. **NOTE:** No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).

Authorized Signature (Manual)

Authorized Signature (Type or Printed) and Title

This Invitation to Bid (ITB), General Conditions, Instructions and Information for Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this Invitation to Bid to secure bids for item(s) and/or services as listed herein for the School Board of Indian River County, Florida, hereinafter called the BOARD.

SEALED BIDS: Sealed bids will be received in the Department of Purchasing and Central Receiving until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County. Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967. The outside of envelope shall plainly identify bid by: Vendor's name, bid number, title of bid and the date of the bid opening. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Central Receiving on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed Invitation to Bid page, the Bid Summary page(s) and associated attachments must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected

figure above it. **Corrections** must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

2. PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment:

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a. **TAXES:** The School Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter [192](#) of the Florida Statutes.
 - b. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - c. Bidder warrants by virtue of bidding that prices shall remain firm for a minimum of ninety (90) days from the date of Board approval or time stated in special conditions.
 - d. THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.
 - e. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - f. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination testing where such has been established by U.L. for the items offered and furnished.
3. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
4. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Board's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The Board shall be the sole judge concerning the merits of bid submitted.
- Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Deviations require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
5. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Board.
6. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- a. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder

to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967.

- b. When required, the Board may request full demonstrations of any unit(s) bid prior to the award of any contract.
 - c. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Board.
7. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Board will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the Board is found to be defective or does not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
8. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
9. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
10. **MANUFACTURER'S CERTIFICATION:** The Board reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
11. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at www.indianriverschools.org.
12. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 6500 57th Street, Vero Beach, FL 32967, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

- f. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303. www.epa.gov/region4/divisions/index.html
Telephone: 800-241-1754.

- 13. OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 14. ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 15. ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 16. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter [112](#), Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School District of Indian River County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of (5%) or more in the bidder's firm or any of its branches.
- 17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
- 18. LEGAL REQUIREMENTS:** 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 will in no way be a cause for relief from responsibility.
- 19. SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board may take such action as it deems appropriate including legal action for damages or specific performance.
- 20. LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Board occasioned by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
- 21. SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
- 22. BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

23. TAXES: The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales [Tax Exemption Certificate](#) No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.

24. PAYMENT: Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

25. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

Invitation to Bid

1. SCOPE

- 1.1 This is an Invitation to Bid to secure firm prices and establish a term contract for the services of commercial ELECTRICAL CONTRACTORS on an as-needed basis, as specified herein for small projects and repairs of our single and 3 phase electrical systems and devices. 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.
- 1.2 All work shall be performed on a time and material basis. The successful bidder 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. 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 ne
- 1.3 Agreement – ATTACHMENT C - To all potential bidders it is imperative that you become familiar not only with the Terms and Conditions of this Bid solicitation but it is also mandatory that you read the "Agreement for Contracted Services" that the awarded vendor must execute with the Facilities Department prior to Board approval.

2. **BID DUE DATE - 2:00 p.m. on March 20, 2019** - Sealed bids will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered and will returned to the bidder.

3. PRE-BID MEETING – non-applicable

4. TIME SCHEDULE

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

- 05.01.2019 Release of Bid on DemandStar
- 05.05.2019 Legal Ad publish in TC Palm
- 05.13.2019 Deadline for questions, Section 12
- 05.20.2019 Bids due no later than 2:00 p.m.
- 06.11.2019 Anticipated date for Board approval

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

5. TERM OF CONTRACT

The term of the contract shall be from **June 11, 2019 through June 10, 2020** 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. **AWARD** - 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 two secondary vendors (second and third lowest responsive and responsible bid) for non-emergency projects. Bidders shall provide an hourly

rates 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 vendors 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.

7. OBTAINING QUOTES

7.1. For Projects Greater than \$15,000

When services for projects exceeding \$15,000 are required, all 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 if necessary. This may be an email notification. 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.

7.2. Individual quote sheets will be provided for each project. This quote sheet must be executed and returned to the contact person on the quotation sheet. Failure to submit your individual response by the time prescribed will prevent you from participating in that particular project.

7.3. 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.

7.4. 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.

8. RIGHTS OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FL

8.1 Accept any or all of the items it deems in its sole discretion to be in the best interest of the School District.

8.2 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.

8.3 Reject any and all offers received as a result of this Invitation to Bid

8.4 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.

8.5 Seek clarification of information submitted and to waive minor irregularities in any proposal.

8.6 Accept and utilize any and all ideas submitted in any bid

8.7 Adopt all or any part of the proposal in selecting the best solution for the School

District.

- 8.8 Negotiate further with any proposer responding to the ITB if it will serve the best interest of the School District.
- 8.9 Select and award the contract to the responsive proposer providing the best value to the School District.
- 8.10 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.
- 8.11 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.

9. BIDDER'S RESPONSIBILITIES

- 9.1 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.
- 9.2 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.
- 9.3 The Contractor shall be required to comply with all applicable Federal, State and local permits and licenses and local building codes.
- 9.4 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.
- 9.5 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.
- 9.6 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.

10. MINOR BID EXCEPTIONS

The School District reserves the right to 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.

11. TERMS AND CONDITIONS

- 11.1 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.
- 11.2 The School District has the right to cancel this 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.
- 11.3 Additional Terms - additional terms and conditions listed in the bidder's response shall **not** 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.
- 11.4 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)).
- 11.5 The Bidder shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.

12. DEADLINE FOR QUESTIONS

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 13, 2019.**

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

13. ADDENDA

- 13.1 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.
- 13.2 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.

14. SUBMITTAL INSTRUCTIONS

14.1. All bids shall be sent to:

**Jeff Carver, CPPO
Director of Purchasing
School District of Indian River County
6055 62nd Avenue
Vero Beach, FL 32967**

- 14.2. Please note that this address does **not** display accurately on a GPS device. Please see **ATTACHMENT D** for directions.
- 14.3. If a bid is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Bids delivered to a location other than as specified in Section 12.1 will not constitute receipt. It is the responsibility of the proposer to ensure bids are timely received. Faxed bids will not be accepted.
- 14.4. Any bids received after the stated time and date will not be considered and will be returned unopened to the proposer.
- 14.5. One sealed original proposal with a manual signature and three (3) copies shall be submitted and clearly labeled "SDIRC 09-0-2019JC Structured Cabling 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.
- 14.6. 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 ITB must be initialed and returned with the proposal.
- 14.7. This document constitutes a complete set of specifications, requirements and/or proposal forms.
- 14.8. Respondents shall not be allowed to modify their proposals after the opening time and date.

15. CONE OF SILENCE

- 15.1. As per Board Policy 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 potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals

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:

Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.

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.

- 15.2. 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.

16. CONTRACTOR'S RESPONSIBILITIES

- 16.1. 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.
- 16.2. 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.
- 16.3. The contractor acknowledges that work will be performed only after receipt of a written purchase order.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. The contractor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.

- 16.8. 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.
- 16.9. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- 16.10. Pursuant to Board Policy 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- 16.11. Pursuant to Board Policy 7217 the possession of any weapon will not be tolerated on school district property.

17. BIDDING REQUIREMENTS

- 17.1. Purchases made by the district are exempt from the State Sales Tax and Federal Excise Tax. This does not exempt the contractor from paying sales tax. Any sales taxes paid are the responsibility of the contractor.
- 17.2. Bids must show the unit price and shall include transportation F.O.B. destination. In case of error in extension, unit prices shall govern.
- 17.3. This agreement shall be interpreted in accordance with the laws of the State of Florida.
- 17.4. If the governmental body appropriating funds for the District does not allocate funds needed to make payments beyond the District's current fiscal period, the District shall not be required to make such payments and this agreement shall be terminated.
- 17.5. Purchases shall not include items available at lower prices on other public entities contracts or State of Florida contract. The School District of Indian River County reserves the right to bid separately any item if deemed to be in the best interest of the School District.
- 17.6. Bidder shall extend during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item (s) and report any that are or will be offered at lower prices.
- 17.7. All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction. See General Conditions, page 1, number 1, Execution of Bid, for acceptable means of correction.
- 17.8. A bidder wishing to withdraw a bid for any reason, after the final call for bids at the designated time of opening, may not do so unless a written request is submitted to the Director of Purchasing of the School District of Indian River County. If recommended, this request will be submitted to the Board for their consideration.

18. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT

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. 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.

19. 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. The Drug-free Workplace Certificate form is to be submitted with the bid or within three (3) days of request.

20. PUBLIC ENTITY CRIMES

20.1. 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".

20.2. 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.

21. DEFAULT

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

22. CONSTRAINTS

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

23. FUNDING OUT, TERMINATION, CANCELLATION - if applicable

23.1. 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.

23.2. It is necessary that fiscal funding out provisions be included in all ITB/RFPs in which the terms are for periods of longer than one year.

23.3. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

23.4. 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.

23.5. 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".

24. 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 the District, nor shall any vendor/proposer be authorized to use the District's Tax Exemption Number in securing such materials.

25. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Pursuant to 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 she/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.

26. 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 District 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 ITB 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 District 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.

27. FLORIDA TRENCH SAFETY ACT

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.

28. AS-BUILTS

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 port 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.

29. FISH REPORT

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).

30. WORKMANSHIP

30.1. Contractor will be responsible for repairs in installation for two years if determined that installation was defective. The bidder shall ensure that he maintains the required supplies and materials, tools and equipment, employs qualified service personnel, and has adequate vehicles to transport service personnel and equipment to and from the School District locations for the duration of the agreement.

30.2. The School Board of Indian River County will require a full one (1) year warranty on all workmanship for each job completed. The warranty shall commence from the date of completion.

30.3. The bidder shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defect, the Owner shall be entitled to have such work remedied and the awarded bidder 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 after acceptance of the work by the School Board.

30.4. The awarded bidder shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Board shall have access to all records, documents and information collected and/or maintained by others in the course the administration of the contract. This information shall be made accessible to the Board upon request. It shall be the awarded bidder's responsibility to ensure that all required records are provided to the Board at the bidder's expense

31. INSURANCE REQUIREMENTS MODERATE EXPOSURE

31.1 Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified.

31.2 The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or non-renewal. This endorsement must be attached to the certificate of insurance.

31.3 All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, District reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

31.4 All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements

- 31.5 The District by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.
- 31.6 The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or non-renewal. This endorsement must be attached to the certificate of insurance.
- 31.7 All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, District reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- 31.8 All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements
- 31.9 The District by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

1. GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000-\$10,000 ANY 1 PERSON

- AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS. VENDORS PROVIDING CONSTRUCTION SERVICES MUST PROVIDE AN ADDITIONAL INSURED ENDORSMENT INCLUDING COVERAGE FOR COMPLETED OPERATIONS (SHOULD BE ISO CG20101185 OR CURRENT EDITIONS OF CG2037 &CG2010) UNDER THE GENERAL LIABILITY POLICY. PRODUCTS & COMPLETED OPERATIONS COVERAGE TO BE PROVIDED FOR A MINIMUM OF 10 YEARS DATE OF POSSESSION BY OWNER OR COMPLETION OF CONTRACT. ADDITIONAL INSURED SHALL BE LSITED AS:
SCHOOL BOARD OF INDIAN RIVER COUNTY, 6500 57th STREET, VERO BEACH, FLORIDA 32967.
- COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY.
- A PER PROJECT AGGREGATE LIMIT ENDORSEMENT MUST BE PROVIDED.
- DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY.
- A WAIVER OF SUBROGATION IN FAVOR OF THE DISTRICT MUST BE PROVIDED.
- POLICY SHALL CONTAIN NO EXCLUSION FOR THIRD PARTY ACTION-OVER CLAIMS (INJURY TO SUBCONTRACT WORKERS)

- XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE.
- COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES.
- COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

2. **AUTOMOBILE LIABILITY**

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN **\$1,000,000** PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY.

- CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED.
- A WAIVER OF SUBROGATION MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. **WORKERS' COMPENSATION**

- WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.
- EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM.
- A WAIVER OF SUBROGATION ENDORSEMENT MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED. WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

4. **PROFESSIONAL LIABILITY**

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMITS OF NOT LESS THAN **\$1,000,000** PER OCCURRENCE.

FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

5. **CONTRACTOR'S POLLUTION LIABILITY**

MAY BE REQUIRED DEPENDING ON SCOPE OF SERVICES. LIMIT OF LIABILITY NO LESS THAN \$1M EACH OCCURRENCE

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School District of Indian River County (School District) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation 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 vendor, any subcontractor of the vendor, 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

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the District), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any 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 vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School District of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School District of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the District in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School District of Indian River County at (772) 564-3129.

Signed: _____

Date: _____

Printed Name: _____

Vendor Name: _____

32. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 32.1. 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.
- 32.2. 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.

33. DEBARMENT

- 33.1. 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. By submitting a proposal, the vendor 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.
 - 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 the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 33. a – e with respect to contractor or its principals.

34. PUBLIC RECORDS LAW

- 34.1. 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.
- 34.2. Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- 34.3. 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.
- 34.4. 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.

35. RIGHT OF REVIEW

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

36. JESSICA LUNSFORD ACT

- 36.1. 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.
- 36.2. 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.

- 36.3. The cost of the background screening 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.

37. CONVICTED VENDOR LIST

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 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 building or public work, may not submit bids on leases or 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.

38. 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 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 now award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

39. WARRANTY

Terms and conditions of warranty offered by manufacturer for all products, as well as additional terms offered by the bidder, if any, shall be included with bid. The guarantee period shall be effective for two (2) year or as agreed upon at acceptance of the work by the District.

40. INVOICES / PAYMENT

40.1 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 16-0-2019JC.

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

41. POSTING OF BID 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.

42. BID PROTEST

- 42.1. 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.
- 42.2. 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 the 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. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.
- 42.3. 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 charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

43. ATTACHMENTS

- Attachment A Drug-Free Workplace
- Attachment B Debarment and Suspension Form
- Attachment C Agreement
- Attachment D Directions
- Attachment E SDIRC Contractor Performance Evaluation 'Sample'
- Attachment F Statement of 'No Bid'

BID SUMMARY PAGE

ITEM 1. A. - Hourly rates for electrical services

Title	Hourly Rate Regular Hours	Hourly Rate Overtime
Journeyman	\$ _____	\$ _____
Electrician	\$ _____	\$ _____
Markup for materials	Cost Plus _____ %	
Non-bid or rental equipment	Cost Plus _____ %	

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 _____

Indicate number of employees:

Supervisory ____ Clerical/Support ____ Journeymen _____ Electricians _____

Total years in business under this company name _____

Total years of electrical contracting _____

Company Name _____

List names and experience of technicians below:

Name	Years with Company	Licenses / Numbers Other Certificates	Years as a Journeyman/Electrician
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 office 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) _____

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.

Company Name _____

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 \$ _____

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 16-0-2019JC

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 _____, 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 Electrical Contractor's Services 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 09-0-2018/JC which is incorporated into this Agreement by reference, vendor shall provide Electrical Contractor's Services

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 _____ 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			
Electrician			
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, 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 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

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

Printed Name of Chairman, School Board of Indian River County

Date

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



**Support Service Complex
Attention: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967
772-564-5045**

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

ATTACHMENT E

SDIRC Contractor Performance Evaluation

Contractor:							
Projector:							
Evaluator:							
		Unsatisfactory			Excellent		n/a
		1	2	3	4	5	
1.	How effectively did the contractor communicate with the Contract Administrator, District staff and Consultant?						
2.	How well did the contractor cooperate with the Contract Administrator and District Staff?						
3.	How closely did the vendor conform with specifications, drawings and other requirements?						
4.	How appropriate was the staff assigned to do the work to ensure a quality product on a timely basis?						
5.	How actively did the vendor communicate with sub-contractors and others involved in the project?						
6.	How adequate and effective was the contractor's coordination and control of the sub-contractors work and documentation?						
7.	How proactively did the contractor participate in the resolution of disputes?						
8.	How timely were the notices of inspection requests?						
9.	How well did the contractor control the project by providing recommendations, addressing issues, participating in decision making and working with District Officials?						
10.	How clean and orderly did the vendor maintain the work site?						
11.	How well did the vendor comply with the requirements of OSHA and the District Safety Requirements?						
12.	How well did the contractor manage business relationships with sub-contractors by ensuring they were fully paid for completed work?						
13.	How well did the contractor communication with the District Building Department and other regulatory agencies?						
14.	How timely and accurate were payment requests when submitted?						
15.	How well did the contractor meet the schedule of deliverables established at the beginning of project?						
16.	How well did the vendor conform to the schedule of work progress to meet the planned completion date?						
17.	How well did the contractor communicate the requirement of change orders to the Contract Administrator and District Staff?						
18.	How accurate and timely were the change order estimates provided by the contractor?						
19.	How accessible was the work for inspections?						
20.	How responsive and competent were superintendents, supervisors, and workers?						
21.	How complete and accurate was the documentation provided at the completion of the project including punch list, warranties, operation, appropriate manuals and Certificate of Occupancy?						
22.	How clean did the contractor leave the site upon completion of the project?						
23.	How accurate and timely were the contractor's final accounting documents sent to Facilities Department						
		TOTAL AND OVERALL					
Comments							
Signature and Title						Date	

ATTACHMENT F

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

STATEMENT OF 'NO BID'

Bid: SDIRC 16.0.2019JC Electrical Contractors
Commodity/Service: Electrical

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 _____