

# School District of Indian River County

6500 57<sup>th</sup> Street ● Vero Beach, Florida 32967 - Telephone: 772-564-3000 ● Fax: 772-569-0424

<p align="center"><b>Request for Proposal SDIRC 02-0-2022JC Legal Services General Counsel to the Board</b></p>
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Date: September 21, 2021

Title: Legal Services General Counsel to the Board

Proposals must be submitted to the Director of Purchasing, School District of Indian River County, 6055 62<sup>ND</sup> Avenue, Vero Beach, FL 32967 no later than:

**2:00 p.m. on October 19, 2021**

**Anti-Collusion Statement**

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

Submitted By:

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY**  
**Request for Proposals**  
**SDIRC 02-0-2022JC Legal Services**

**I. Introduction and General Information**

- A. The School Board of Indian River County, Florida (“School Board”) is replacing the current general counsel to the Board.. The School Board intends to retain a single law firm as general counsel. This Request for Proposals does not limit the School Board’s ability to hire attorneys or law firms as needed or desired by the School Board.
- B. The School Board is comprised of five elected representatives of the community. Board Members are elected to four year terms. The Superintendent of Schools is appointed by the School Board. Indian River County’s population of 147,000+ supports twenty-three public schools attended by more than 17,700 students. The schools are broken into four categories; elementary schools, middle schools, high schools and special schools. In addition, there are five charter schools.
- C. Award will be based on the overall ranking by the School Board. It is the School Board’s intent to obtain professional services in which the firm has the capability and the capacity to perform legal services as required. The School Board attorney position will report directly to the School Board and works directly with the Superintendent of Schools as well as the administrative staff.
- D. The School Board will receive questions regarding the solicitation only through written inquiries directed to the Director of Purchasing. Deadline for receipt of written inquiries will be **October 8, 2021 at 5:00 p.m.**, local time. Inquiries shall be emailed to [Jeffrey.Carver@indianriverschools.org](mailto:Jeffrey.Carver@indianriverschools.org).
- E. Legal Services Transition: The School Board will transition legal services to the new provider in a timely manner.
- F. The School Board reserves the right to cancel this solicitation at any time.

**II. Scope of Services**

- A. School Board General Counsel**  
The School Board Attorney shall act as the attorney and legal counsel for the School Board. The School Board Attorney shall prepare and/or review as to form

and legality all contracts, agreements, bonds and other written instruments to which the School Board is a party. When required to do so, the School Board Attorney shall prosecute and defend for and on behalf of the School Board all complaints, suits and controversies in which the School Board is a party. The School Board Attorney shall furnish to the School Board and the Superintendent an opinion on any question of law affecting the School Board and shall perform such other professional duties as may be consistent and required by resolution of the School Board, prescribed under the laws of Florida or otherwise requested by the School Board or the Superintendent. The School Board Attorney shall be a lawyer admitted in and having authority to practice in all courts of the State of Florida.

The following is an estimated approximate distribution of expected services. This based on previous years. This is for information only as distribution may change based on actual need.

- a. Board Related and Attendance at meetings 60%
- b. Superintendent Support, Records, Union 12%
- c. Curriculum and Instruction 12%
- d. Business and Operations 16%

**1. Primary Duties**

- a. The School Board Attorney plans, coordinates and directs the legal activities of the School Board. Work duties require close coordination with the School Board, officials from other governmental units, and the Superintendent.
- b. The function involves primary responsibility for performing legal research, preparing opinions and advising School Board staff.
- c. The School Board Attorney shall serve as chief legal advisor to the School Board, Superintendent, and all School Board staff.
- d. The School Board Attorney shall represent the School Board in most legal matters, including the bringing and defending of suits. Please note the School Board has insurance coverage which provides legal counsel for all covered lawsuits in which the School Board is named as defendant. The School Board Attorney is also the Counsel on bond issues.
- e. Attend all meetings and workshops of the School Board as required. For reference, the School Board regular meetings are held on the second and fourth Tuesday evenings each month. Each meeting lasts approximately one (1) hour to three (3) hours. Some meeting may occasionally last longer. Workshops and discussion sessions also held on the second and fourth Tuesdays of each month and last approximately two (2) to four (4) hours.

- f. Draft contracts, resolutions and other documents at the request of the School Board and the Superintendent.
- g. The School Board Attorney shall review and approve all contracts, resolutions, and other documents generated by School Board staff prior to consideration by the School Board.
- h. Keep the School Board and the Superintendent informed of legislation or judicial opinions that have potential impact to the School Board.
- i. Typically meets with the Superintendent and staff as needed, to provide legal guidance and instruction on various projects, programs and issues requiring legal assistance.
- j. The contract with the School Board Attorney will be with the School Board Attorney's law firm and will expressly authorize the use of the law firm (and other attorneys with such firm) of the School Board Attorney to complete legal services for the School Board.

**Tab 1. Title Page/Cover Letter/Table of Contents**

Title page shall show the request for proposal subject, title and request number; the firm's name; the name, address and telephone number of a contact person; and the date of the response. The response shall contain a cover letter signed by a person who is authorized to commit the Respondent to perform the work included in the response, and should identify all materials and enclosures being forwarded in response to the RFP. The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

This section shall also include: Name of attorney and law firm; date firm established; locations of all offices and dates established.

The cover letter should indicate the name of the attorney who will be designated to have primary responsibility for managing the relationship with the School Board.

**Tab 2. Experience of the law firm (25 Points)**

Provide background information regarding the law firm and its areas of practice. Include specific information regarding expertise of law firm in K-12 Public Education Law and the other practice areas included within the Scope of Services. A highly qualified firm will demonstrate the ability to represent and advise the School Board in such areas as:

- a. The Florida School Code
- b. The Florida Administrative Procedures Act
- c. State Board of Education Rules
- d. Civil Rights Act

- e. The Florida Code of Ethic for Public Officers and Employees
- f. Labor Law
- g. The Florida Public Records and Sunshine Laws
- h. Public Bidding and Contracting
- i. Public Finance
- j. Real Estate Law (transactions, eminent domain, litigation and land use)
- k. Special Education Law and Student Discipline
- l. Due process proceedings
- m. Hiring, discipline, suspension and dismissal of personnel
- n. Right-of-way, easements, conflict and agreements with other government agencies relating to land use and utilities
- o. School boundaries, zoning, platting, water management, concurrency, and land use plans
- p. TRIM timelines and TRIM advertisement
- q. Negligence claims
- r. Claims of discrimination
- s. Desegregation Consent Decree and unitary status
- t. Charter Schools
- u. Rule development

Provide a list of all governmental clients that the law firm has represented within the past five (5) years and describe the services provided to these governmental clients. Include a contact name and phone number for each such governmental client.

List all judgments or lawsuits in the last five (5) years against each attorney that would represent the School Board, including the nature of the lawsuit and the resolution thereof.

Provide information regarding the law firm's malpractice insurance coverage, including the amounts of such coverage. [Note: The selected firm will be required to provide evidence of malpractice insurance cover.]

List all lobbyists employed by your firm and the areas in which they lobby.

**Tab 3. Experience of Attorneys (25 Points)**

Name and biographical sketch of the attorney who will be assigned as School Board Attorney. Shall have a minimum of five (10) years experience in K-12 Public Education Law as an attorney. Designate how many total years of experience as a local government attorney.

Provide the names and resumes of other attorneys who will assist in providing legal services to the School Board or Superintendent, and who may attend any of the School Board or other meetings.

Designate how many years of legal experience in local government experience for each attorney. For each attorney, identify whether attorney is board certified by the Florida Bar in Education law and/or in city, county and local government law, the attorney's professional ratings

and/or recognition in the legal community for professional achievement (e.g., Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committee, or ratings by other nationally recognized systems.

**Tab 4. Fee Proposal (30 Points)**

The firm or attorney shall submit a proposal for compensation which should include, but is not limited to, an hourly rate option, a monthly retainer fee option, or a combination of these options or other alternative fee proposals. The hourly rate option is mandatory. For any proposal regarding real estate legal services, include a flat fee per transaction option and list the name of the title company which would be utilized and whether any percentage of the title insurance premium will be rebated to the School Board as part of the proposal.

**Tab 5. Conflicts of Interest**

Identify any clients that have matters currently pending before the School Board and whether the law firm is representing those clients in the specific matters. Identify any conflicts of interest which would preclude the law firm from representing the School Board with respect to specific clients or matters.

**Tab 6. References (20 Points)**

Please provide a list of 3 to 5 references, including the phone number of each reference.

**IV. INTERVIEW AND SELECTION CRITERIA**

Based on the criteria listed above the School Board will review, score, discuss and reach consensus for the selection of a short list of firms to interview. Short listed firms will be interviewed on or about November 16, 2021. Transition and start dates will be negotiated no later than November 30, 2021 for awarded firm.

**V. TIME SCHEDULE:**

A. The District will use the following time lines, which will result in the selection of a firm. Dates are subject to change if necessary.

- 09.21.21 Release Request for Proposal on Demandstar
- 09.26.21 1<sup>st</sup> Legal Advertisement
- 10.03.21 2<sup>nd</sup> Legal Advertisement
- 10.08.21 Deadline for written questions. See Section I. D.
- 10.10.21 3<sup>rd</sup> Legal Advertisement
- 10.19.21 Proposals due no later than 2:00 p.m.
- 10.22.21 Board Members Completed Individual Evaluations by 5:00 PM
- 11.16.21 Board Members Interview Shortlisted Firms and Rank
- 11.30.21 School Board approves award of RFP and final negotiated agreement on a date to be determined prior to 11/30/21

- B. A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms. The interview process will take place at the School District of Indian River, Joe N. Idlette, Jr. Teacher Education Center, 6500 57<sup>th</sup> Street, Vero Beach Florida 32967. Approximate time **12:00 p.m. November 16, 2021**.

## VI. JESSICA LUNSFORD ACT

The Jessica Lunsford Act 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.

The selected law firm 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 law firm or its personnel or subcontractors providing any services. The law firm 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 the law firm, its employees and subcontractors. The law firm'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 law firm acknowledges that the failure of the law firm to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under the contract. Further, the law firm 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 the law firm's failure to comply with these requirements. The law firm shall require each of the law firm's subcontractors on the project to agree in writing to the provisions of this paragraph. The law firm's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as the law firm is in compliance with the provisions of this paragraph.

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 individual must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact the District Fingerprint Specialist, at 772-564-3024.

## VII. INSTRUCTIONS TO PROPOSERS

- A. All proposals must be prepared and submitted in accordance with the instructions provided in Section 3 this document.

**Proposal shall be sent to:**

**School Board of Indian River County  
Attn: Purchasing Department  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967**

- B. **One original response with a manual signature shall be submitted and ten (10) additional hard copies** and clearly labeled "SDIRC 02-0-2022JC Legal 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 sealed package.
- C. All proposals must be received no later than **2:00 PM on October 19, 2021** at which time the proposals will be opened.
- D. If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Proposals delivered to a location other than as specified will not constitute receipt. It is the responsibility of the proposer to ensure proposals are timely received.
- E. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer.
- D. As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The **cone of silence** is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular ITB, 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.

## XVIII. ATTACHMENTS

- A. Standard Agreement Form  
B. Insurance Requirements





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

**THIS AGREEMENT** entered into this 16th day of November, 2021, 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 Enter Vendor’s Legal Name (Legal Name of Contracting Party/Organization) hereinafter referred to as the “**CONTRACTOR**,” is as follows:

### 1. SCOPE OF WORK

#### Nature of Contracted Services

Enter Nature of Contracted Services

### 2. TERM OF AGREEMENT

The **CONTRACTOR** shall commence performance of the Agreement on 16th day of November, 2021, and shall complete performance to the satisfaction of the Superintendent no later than the 15th day of November, 2024. This Agreement may be renewed for 3 additional one (1) year terms upon the same terms and conditions in the Agreement, and upon mutual agreement reduced to writing and signed by the Parties.

### 3. COMPENSATION

The **SCHOOL BOARD** shall, upon completion of services by the **CONTRACTOR**, compensate the **CONTRACTOR** in an amount not to exceed Enter Amount of Compensation 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.



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#### 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:

- Lump Sum payment in the amount of Enter Amount of Lump Sum Payment upon completion of services and District-approved invoice.
- Partial payment after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

#### 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. CONFIDENTIALITY OF STUDENT RECORDS

Applicable Yes  No

For the purposes of performing the above scope of services only, **CONTRACTOR** is hereby designated a school official for the purposes of receiving the confidential student information listed in paragraph 1 above and the **CONTRACTOR** shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. **CONTRACTOR** acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of services, **CONTRACTOR** shall return to **SCHOOL BOARD** all original and any copies of the confidential student information, and shall not retain any confidential student information. As **CONTRACTOR** will be receiving student information that is otherwise confidential, **CONTRACTOR** shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, **CONTRACTORS** for itself, and its officers, employees, agents, representative, contractors, and subcontractors, shall fully indemnify and hold the **SCHOOL BOARD** and its officers and employees harmless for any violation of this provision, including, but not limited to defending the **SCHOOL BOARD** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **SCHOOL BOARD**, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the **CONTRACTOR** , or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the **CONTRACTOR** shall either intentionally or



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negligently violate this provision , or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the **CONTRACTOR** until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

## 7. 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.

## 8. 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.

## 9. 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), and costs (including attorney fees and Court costs) arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **CONTRACTOR**, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **CONTRACTOR** in the performance of the work; or liens, claims or actions made by the **CONTRACTOR** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the **CONTRACTOR** or any subcontractor. This provision shall survive the termination of or completion of all obligations under this Agreement.

## 10. 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.



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## 11. CANCELLATION / TERMINATION

In the event any of the provisions of this Agreement are violated by the **CONTRACTOR**, the Superintendent or their designee, shall give written notice to the **CONTRACTOR** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, the Superintendent may immediately cancel the Agreement. 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 Agreement at any time and for any reason, upon the Superintendent or their designee giving Ninety (90) business days prior written notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the **SCHOOL BOARD** shall be relieved of all obligations under said Agreement. The School Board of Indian River County shall only be required to pay to the **CONTRACTOR** that amount of the Agreement actually performed to the effective date of termination.

## 12. EQUALITY 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).

## 13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORD LAWS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS SARA MILLIMAN AT 772-564-3074, [Sara.Milliman@indianriverschools.org](mailto:Sara.Milliman@indianriverschools.org) 6500 57<sup>th</sup> STREET, VERO BEACH, FLORIDA 32967.

- (a) This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The **CONTRACTOR** acknowledges its legal obligation to comply with §119.0701, Florida Statutes.
- (b) The **CONTRACTOR** shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the **SCHOOL BOARD** in order to perform the scope of services.
- (c) Upon request by the **SCHOOL BOARD**, the **CONTRACTOR** shall provide the **SCHOOL BOARD** with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- (d) The **CONTRACTOR** shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the



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Agreement term and following completion of the Agreement if the **CONTRACTOR** does not transfer the public records to the **SCHOOL BOARD** as indicated below.

- (e) The **CONTRACTOR** shall comply with all requirements for retaining public records and shall transfer, at no cost to the **SCHOOL BOARD**, all public records in the possession of the **CONTRACTOR** upon termination or expiration of this Agreement. The **CONTRACTOR** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the **SCHOOL BOARD** in a format that is compatible with the information technology systems of the **SCHOOL BOARD**.
- (f) Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the **SCHOOL BOARD**. Further, the **CONTRACTOR** shall fully indemnify and hold harmless the **SCHOOL BOARD**, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the **CONTRACTOR'S** failure to comply with these requirements.

#### 14. 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 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.

#### 15. 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,



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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 is 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 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 **CONTRACTOR** 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 Superintendent or their designee to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.



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## 16. 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 organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining Agreement 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.

## 17. COMPLIANCE WITH BOARD POLICIES

I certify compliance 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.

## 18. 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.

## 19. DEBARMENT

The **CONTRACTOR** certifies 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.



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- (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 (a) – (e) above, with respect to **CONTRACTOR** or its principals.

## 20. DAVIS-BACON ACT LABOR STANDARDS

Applicable Yes  No

The **CONTRACTOR** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

## 21. 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 direction of the building administrator or 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.

## 22. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **SCHOOL BOARD**.

## 23. 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, ethnicity, color, sex, religion, gender, age (except as authorized by law), marital status, disability, pregnancy, religion, military status, ancestry, genetic information, or national origin.





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**24. 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.

**25. 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.

<b>Contractor/Vendor</b>	Enter Contractor/Vendor Name
<b>Contact's Name/Title</b>	<b>ATTN:</b> Enter Contact's Name/Title
<b>Address</b>	Enter Address Line 1
	Enter Address Line 2

**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, David K. Moore, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, FL 32967**

**With a copy to:**

<b>Department</b>	Enter Department Name
<b>Department Director</b>	Enter Department Director
<b>Address</b>	Enter Department's Complete Address

**And a copy to:**

<b>Department</b>	<b><u>Purchasing</u></b>
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(For Procurement Use Only)

Department Director  
Address

ATTN: Jeffrey Carver  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

## 26. INSURANCE REQUIREMENTS

**CONTRACTOR** shall provide evidence of insurance as required by the School Board's Office of Risk Management , which may include, without limitation, professional liability, general liability, cyber liability , worker's compensation and auto liability insurance coverage.in accordance with the scope of services. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an endorsement must be attached to the certificate of insurance for services provided on any campus when students are present. Specific insurance requirements can be obtained by contacting the Risk Management Office.

"The School Board of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. All policies will be endorsed to require the insurer to waive its rights of subrogation, if any, against the **SCHOOL BOARD**. Prior to effective date of the Agreement, **CONTRACTOR** shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **CONTRACTOR** shall also comply with insurance requirements set forth therein. **CONTRACTOR** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **SCHOOL BOARD**, shall constitute a material default under the Agreement. Thirty (30) day notice of cancellation is required.

## 27. DATA SECURITY BREACH

In the event of a breach of data security as defined in section 501.171, Florida Statutes, **CONTRACTOR** shall notify the **SCHOOL BOARD** immediately, but not later than ten (10) calendar days following a determination of a breach of data security. Additionally, **CONTRACTOR** shall fully cooperate, at its own expense, with the **SCHOOL BOARD** regarding the School Board's statutory notification requirements.

## 28. E-VERIFY REQUIREMENT

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, **CONTRACTOR** shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.
- B. Subcontractors
  - i. **CONTRACTOR** shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.



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- ii. **CONTRACTOR** shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- iii. **CONTRACTOR** shall provide a copy of all subcontractor affidavits to School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. **CONTRACTOR** must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the **CONTRACTOR** stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to **SCHOOL BOARD**. **CONTRACTOR** shall be liable for all costs incurred by **SCHOOL BOARD** securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

## 29. FORCE MAJUERE

Neither party shall be liable to the other nor deemed in default of this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of government orders of the United States, the State of Florida, or local county/municipal governing bodies, which prevents performance of the Agreement for all or part of the term of the Agreement.

## 30. NONAPPROPRIATE

**SCHOOL BOARD'S** performance and obligation to pay under this Agreement is contingent upon an annual appropriation by **SCHOOL BOARD** and the availability of funds to pay for the goods and services in this Agreement. **SCHOOL BOARD** shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by **SCHOOL BOARD**. **CONTRACTOR** will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, **SCHOOL BOARD** shall remain obligated to pay for all purchase orders for products or services fulfilled by **CONTRACTOR** prior to the termination notice.



(For Procurement Use Only)

**VENDOR/CONTRACTOR**

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**

**The School District of Indian River County, FL**

Enter Vendor/Contractor Name

**Vendor/Contractor Name**

\_\_\_\_\_

**Signature of Vendor/Contractor**

\_\_\_\_\_

**Signature of Chairperson or Superintendent**

Enter Vendor/Contractor Name

**Printed Name of Vendor/Contractor**

Enter Name of Chairperson or Superintendent

**Printed Name of Chairperson or Superintendent**

Enter Date of Vendor's Signature

**Date**

Date of Chairperson or Superintendent's Signature

**Date**

**Address**

Enter Vendor Address Line 1

Enter Vendor Address Line 2

**Address**

Enter SDIRC Address Line 1

Enter SDIRC Address Line 2

Enter Telephone/Fax Number

**Telephone/Fax Number**

Enter Contact Email Address

**Contact Email Address**

Enter FEIN (Business)

**FEIN (Business)**

Enter SS# (Individual)

**Professional Services  
Corporate Provider  
Insurance Requirements and Hold Harmless Agreement  
Revised December 2019**

Professional Service Providers 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 the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. The Board 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 the services being provided.

INSURANCE: The Professional Service Provider shall maintain insurance, as follows:

(a) 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 - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

- Coverage for Sexual Abuse and Molestation must be included.
- 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. Additional Insured shall be listed as: **School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967**
- Coverage is to be written on an occurrence form basis and shall apply as primary.
- Defense costs are to be in addition to the limit of liability.
- Coverage should extend to independent contractors and fellow employees.
- Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insureds clause.

(b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Professional Service Provider does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

(d) Cyber Liability When indicated by the scope of service, Vendor must maintain Cyber liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis, Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.

(e) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claim 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.

(f) The School Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

#### HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board ) 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 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 Board ), 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 Board 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 Board 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 Board 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 Board of Indian River County at (772) 564-3129.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_