

GENERAL TERMS AND CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Request for Proposals" sheet must be completed, signed, and returned with each proposal. Proposals shall be signed by a representative authorized to legally bind the Proposer to the provisions herein. **All proposals shall be submitted electronically via VendorLink unless otherwise instructed.** Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise instructed, Proposers must use the form(s) furnished by the District. All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be e-signed or signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
 - a. **Delivery of Proposal:** Electronic proposal submittals, described in the Electronic Submittal of the Proposal section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM., EST, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications, or RFP submittal requirements.
 - b. **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.**
 - c. Proposals received by telephone, hardcopy, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this RFP.
2. **Proposer's Responsibility: It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date.** Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
3. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP.
4. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal submittal package is uploaded in VendorLink prior to the opening date and time specified. Any proposal received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor 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. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variations:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms, and conditions herein.
 - a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. _____ Buyer's Initials.
8. **Requests for Clarifications:** Any and all questions regarding this RFP, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the RFP due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
10. **Original and Renewal Term:** The award resulting from this RFP shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this RFP (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Proposer agrees to these conditions by signing its proposal.
11. **Lobbying:** Proposers are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this RFP. All inquiries must be written and directed to the Department of Purchasing Services.

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
- b. Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Purchasing and as acted upon by the Superintendent and the School Board, as appropriate.
- 12. Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
- 13. Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by The District.
- 14. Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor, and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.
- 15. Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions, or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
- a) Proposers will be evaluated, scored, and ranked based on their written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create and select respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
- b) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Purchasing Department and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Volusia County's website [Search Solicitations - Volusia County Schools \(vcseu.org\)](#)
- c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
- 16. Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Purchasing Department. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.
- 17. Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award; however, the District does reserve the right to request the Proposer enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this RFP, any addenda to this RFP, the submitted proposal, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful proposer and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and The District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
- 18. General Information about the District:** The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled,

operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employers in Volusia County.

19. Price Adjustments: The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Purchasing within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

20. Substitutions: Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

21. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation, and completion of any project unless otherwise specified.

b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.

d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Logbook provided in the Administrative office of each campus.

e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.

j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee, or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions

The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.

- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules, and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

22. Inspection, Identification and Acceptance: Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections, and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

23. Bid Bonds and Performance Bonds: Bid bonds, when required, shall be submitted with the proposal in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful

proposers. After acceptance of a proposal, the District will notify the successful proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

24. Worker's Compensation: Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.

25. Cancellation/Termination: In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation, hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Purchasing.

a) Default/Cause: In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.

26. Liability: Where Vendors are required to enter or go onto District property to deliver materials, perform work, or provide services as a result of a proposal award, the Proposer assumes full duty, obligation, and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

27. Indemnity: This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.

28. Taxes: The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.

29. Occupational Safety Hazards Act Requirements: The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.

30. Drug Free Workplace/Identical Tie Proposals: Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the Purchasing of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.

31. Ethics: All awarded proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

32. Confidentiality: Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.

33. Use of Other Contracts: The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.

34. Authority to Piggyback: In accordance with 2 CFR §200.318 and AGENCY guidelines, Piggyback contracts are allowed under the resulting contract.

35. Invoicing: Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the VCSB. The Vendor will provide **two copies of the original invoice to The School District of Volusia County, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.**

a. All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate VCSB representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed, and dated.

36. Liquidated Damages Recovery: Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.

37. Contact Information: The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions

and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.

38. Protest: Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and VCSB Policy 702, or failure to post the 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, and failure to follow any other requirements in the protest procedures established by the School District of Volusia County, Florida shall constitute a waiver of all protest rights.

39. Public Records Compliance: In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes, and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a) Keep and maintain public records required by the school district to perform the services;

b) Upon request from the school district's custodian of public records, provide the schools district with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the school district; and

d) Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CUSTODIAN OF PUBLIC RECORDS

(386)-734-7190 Ext. 20119

Custserv@volusia.k12.fl.us

200 N. Clara Ave., Deland, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

- 40. Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005, the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.
- 41. Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.
- 42. Confidential, Proprietary, or Trade Secret Material:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- a) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the School Board for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- b) If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
- 43. Confidentiality of Student Records:** Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.
- 44. Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when proposals have been submitted by Proposers having a principal place of business outside the State of Florida. Responding Proposers must complete and submit with their proposal response the attached Proposer's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation.** For additional information regarding this statute, Proposers may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
- 45. Florida Sunshine Law:** In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).
- 46. Illegal Alien Labor:** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the VCSB.
- 47. Fair Labor Standards Act:** No contractor or subcontractor holding a service contract with the VCSB for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the VCSB.
- 48. Disputes:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the VCSB Purchasing Department shall be final and binding on both parties.

49. Governing Law/Jurisdiction: The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).

50. Non-Appropriation: The vendor understands and agrees any, and every contract is subject to the availability of funds to the VCSB to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the VCSB, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the VCSB anticipates using to pay its obligations hereunder, and the VCSB has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The VCSB may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:

- a) A non-appropriation has occurred, and
- b) The VCSB has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
- c) Upon the occurrence of such non-appropriation the VCSB shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

51. State Registration Requirements: Any corporation submitting a bid/proposal in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).

52. E-Verify (as applicable): Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. 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. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and VCS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with VCS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or proposals.

Awarded Contractor /Awardee: Board approved vendor(s) for this RFP.

Bid, Offer, Submittal, Proposal or Response: Shall refer to any bid offer, proposal, or response submitted in regard to this Invitation to Bid that if accepted would bind the Proposer to perform the resultant contract.

Board: Volusia County School Board; also known as Owner, District, or VCSB.

Consideration: The cause, motive, price, or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a VCSB purchase order.

- **Performance of Services** – The contract will be comprised of the Agreement between the VCSB and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the District.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

Interested Party: The terms professional, contractor, vendor, firm, company, proposer, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective proposer whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

In Writing – Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Public Purchase*, currently used by the VCSB.

Modification: A written change to the terms of a contract.

Proposal: The information submitted by a firm in response to this RFP.

Proposer: Representatives of the vendor submitting a proposal.

Request for Proposals (RFP)/Request for Qualifications (RFQu): A solicitation document used in other-than-sealed-bid procurements. RFP's and RFQu's are used in negotiated procurements to communicate VCSB requirements to prospective contractors and to solicit proposals/qualification statements from them. Used where Qualifications are considered equal to, or greater than price.

Respondent: Shall refer to anyone submitting a response to an Invitation to Bid (ITB), Request for Proposal (RFP), or Request for Qualifications (RFQu).

Responsible: Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB or RFP. Their bid, offer, proposal or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements, and requesting bids, proposals, or submittals from interested parties.

Superintendent: The Superintendent of Schools of the District or designee.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, proposer, respondent, etc.