

ATTACHMENT "A"
ITB GENERAL TERMS AND CONDITIONS
****** PLEASE READ CAREFULLY ******

1. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board 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 School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments 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 1010.01, Florida Statutes as prescribed by the State Board of Education.
2. **DISTRICT DEMOGRAPHICS:** The District is coterminous with Osceola County. The District's annual budget for the 2024-2025 fiscal year totals \$2,101,685,061, including an operating budget of \$793,534,351, and a capital budget of \$980,628,994. The District operates sixty (60) schools, which include twenty-six (26) elementary schools, nine (9) middle schools, ten (10) high schools, five (5) K through 8 schools, and one (1) 6th through 12th grade school. The District is also responsible for two alternative education sites, two adult education facilities, and twenty-six (26) charter schools. The total full-time K-12 enrollment of public-school students as of April 2025 is 73,535.
3. **POSTING OF SOLICITATION CONDITIONS/SPECIFICATIONS:** This solicitation will be posted for review by interested parties Vendorlink web site <https://vendorlink.osceola.org> and will remain posted up to and including the Due Date of this solicitation. In accordance with Section 120.57(3), Florida Statutes, with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceeding under Chapter 120, Florida Statutes.
4. **CONE OF SILENCE:** In accordance with Board Rule 7.70, titled "PROCUREMENT AND CONTRACTING", A "cone of silence" is hereby established for all competitive selection processes including Invitations to Bid (ITB), Request for Proposal (RFP), Invitations to Negotiate (ITN), and Request for Qualifications (RFQ) for the provision of commodities and contractual 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 shall be imposed on these procurements after advertisement of same. The cone of silence prohibits any communication regarding a competitive solicitation between: a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals and department directors; and a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the Board members or member-elects. The cone of silence commences after the competitive solicitation is publicly issued and terminates at the time the Board or Superintendent or designee acts on a written recommendation from the District's Procurement Services department regarding contract award. A potential vendor, service provider, bidder, lobbyist, or consultant shall direct any inquiries, suggestions or requests to the procurement representative listed within the solicitation. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.
5. **CLARIFICATION AND ADDENDA:**
 - A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing to the designated Procurement representative listed within the solicitation named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
 - B. If it becomes necessary to revise or amend any part of this solicitation, notice may be obtained by accessing our web site. Respondents in their proposal shall acknowledge receipts of amendments. Each respondent shall ensure that they have received all addenda and amendments to this solicitation before submitting their proposal. Please check the web site at <https://vendorlink.osceola.org> for any addenda. The District will not manually distribute any addenda.
6. **PUBLIC OPENING:** The solicitation responses shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the respondents submitting a response will be read aloud at

the public opening. A list of the respondents submitting responses will be posted to <https://vendorlink.osceola.org> within 1-3 business days. In accordance with Section 119.071(1)(b), Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

7. **EXECUTION OF BID:** The bid shall contain a manual or digital signature in the space(s) provided of a representative authorized to legally bind the respondent to the provisions therein. All spaces requesting information from the respondent shall be completed. Bids shall be typed or printed in ink. Any correction made by the respondent to any entry must be initialed.
8. **DISCLOSURE OF PROPOSAL CONTENT**
 - A. All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any proposal does not affect this right.
 - B. The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Confidential Materials Acknowledgement (included in Attachment B) and each pertinent page must be clearly labeled "confidential" or "trade secret." The District will not disclose such Confidential Materials, subject to the conditions detailed within the Confidential Materials Acknowledgement (included in Attachment B), which is attached to this solicitation. When such segregated and labeled materials are received with an executed Confidential Materials Acknowledgement (included in Attachment B). IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE PROPOSAL, THE RESPONDENT MUST INDICATE ON THE CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT (INCLUDED IN ATTACHMENT B).
9. **INCURRED EXPENSES:** This solicitation does not commit the School Board to award a contract, nor shall the District be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a proposal, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
10. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
11. **MEETS SPECIFICATIONS:** The respondent represents that their proposal to this solicitation shall meet or exceed the minimum requirements specified.
12. **BRAND NAME OR EQUAL:** If items requested by this solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Proposals offering "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the District to meet fully the salient characteristic requirements listed in the specifications. Unless the respondent clearly indicates in its proposal that it is proposing an "equal" product, the proposal shall be considered as offering the same brand name product referenced in the specifications. If the respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the respondent. Procurement is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to Procurement. To ensure that sufficient information is available the respondent shall furnish as part of the proposal all descriptive material necessary for Procurement to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the respondent proposes to furnish and what the District would be binding itself to purchase by making an award.

13. **SAMPLES:** When required, samples of products shall be furnished with proposal to the District at no charge. Samples may be tested and will not be returned to the respondent. The result of all testing shall be made available upon written request.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
15. **LITERATURE:** Upon request, the respondent shall furnish literature reasonably related to the products or services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
16. **TRAINING:** Unless otherwise specified respondent may be required at the convenience of and at no expense to the District to provide training to District personnel in the operation and maintenance of any item purchased as a result of this solicitation.
17. **SAFETY WARRANTY:** Any successful respondent, including dealers, distributors, and/or manufacturers, shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
18. **WARRANTY:** The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this solicitation and award thereof shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the solicitation. Respondent warrants the services furnished under an awarded contract shall be free of defective material and workmanship and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. Equipment provided must include the manufacturer's warranty, the successful respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the manufacturer's normal period of time from date of acceptance by the District. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful respondent shall repair or replace same at no cost to the District immediately upon written notice from the District. All warranty paperwork shall be included with Deliverables prior to acceptance by the District.
19. **ACCEPTANCE:** Products purchased as a result of this solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in an accepted proposal and/or via a purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.
20. **OTHER AGENCIES**
 - A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the successful respondent(s), permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools to participate in the contract under the same prices, terms, and conditions.
 - B. Further, it is understood that each entity will issue its own purchase order to the successful respondent(s).
21. **COLLUSION:** The School Board of Osceola County, Florida reserves the right to disqualify proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the process in a manner that conflicts with applicable law, upon the part of the respondent(s), respondent's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of specifications and/or firm schedules. Multiple proposals from an individual, partnership, corporation, association (formal or informal) or respondent under the same or different names shall not be considered. Reasonable grounds for believing that a respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such respondent is believed to have an interest. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the respondents, the District's Professional Consultant(s), or District employees. Respondents involved in developing a specification or respondents with knowledge of specifications prior to an advertisement shall be disqualified from participating in the solicitation process.
22. **MINIMUM SPECIFICATIONS:** The specifications listed in the Scope of Services are the minimum required performance specifications for this solicitation. They are not intended to limit competition nor specify any particular respondent, but to ensure that the District receives quality services.

23. FORCE MAJEURE: The District and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this solicitation and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

24. BIDDER'S PERSONNEL

During the performance of the contract, the Bidder agrees to the following:

- A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that it is an Equal Opportunity Employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Bidder shall include the provisions of the foregoing paragraphs above in every sub-contract or purchase order so that the provisions will be binding upon each Bidder.
- E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.
- G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
- H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.
- I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
- K. All School Board facilities are smoke free. Smoking on School Board grounds is prohibited.
- L. It is the Bidder's responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment.
- M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.
- N. The Bidder shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- O. The Bidder shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.
- Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
- R. When requested, the Bidder shall cooperate with any ongoing School Board investigation involving economic loss or damage to School Board buildings, or School Board or personal property therein. The School Board reserves the right to require any employee of the Bidder to submit to a polygraph test if the School Board has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the School Board of information acquired by the Bidder from the polygraph test. The School Board, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within School Board buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's

employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the School Board will pay for the cost of the examination.

- S. **CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:** The successful Bidder is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any School Board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder is required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
 - T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.
 - U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are, or will be, in compliance with those standards for the project awarded.
 - V. The Bidder shall strictly prohibit interaction between their employees and the student(s).
 - W. Bidder's employees may not solicit, distribute or sell products while on School Board property.
 - X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
 - Y. The Bidder shall adhere to all of the School Board's security standards.
- 25. KEY PERSONNEL:** Respondent's Key Personnel (if any) shall be identified in the proposal, and may include employees, agents, subcontractors, or other personnel of the respondent. The respondent agrees that in the event it becomes necessary for the respondent to change Key Personnel while performing Services under an awarded contract, substitution of Key Personnel shall take place only upon the District's prior written consent. Failure to notify the District prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the District, may be sufficient cause for Termination.
- 26. TERMS & CONDITIONS:** The terms and conditions contained in this solicitation shall apply to all Purchase Orders issued under this solicitation unless the District specifically details other terms on the Purchase Order. The District and the respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the District.
- 27. ADVERTISING:** The successful respondent shall not publicly disseminate any information concerning the resulting contract without prior written approval from the District, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the District's name and either a description of the contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.
- 28. SECURITY AND CONFIDENTIALITY:** The successful respondent shall comply fully with all security procedures of the District in performance of the contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under Florida law as a public record. To ensure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.
- 29. TOBACCO FREE:** The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.
- 30. SCHOOL SECURITY:** Respondent acknowledges and understands that the goods or services contemplated under this solicitation that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the schools, protect students and staff, and otherwise comply with applicable law, the respondent (successful respondent) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of a resulting contract by the District:

- A. Successful respondent will comply with Florida Statutes including but not limited to Florida Statute 1006.07, ensuring that the propping open of doors, gates, access points and the like are strictly prohibited for any period of time whatsoever.
- B. **Unauthorized Aliens.** The District considers the employment of unauthorized aliens by the successful respondent, or any of successful respondent's sub-contractors, a violation of the Immigration and Naturalization Act. The successful respondent shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is performing services, the successful respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- C. **Possession of Firearms.** Possession of firearms is not permitted on District property. No person who has a firearm in his/her vehicle may park his/her vehicle on District property. If any employee/independent contractor of the successful respondent, or any of its sub-contractors, is found to have brought a firearm(s) on to District property, said employee/independent contractor shall be immediately removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent respondent, the successful respondent shall terminate its agreement with the sub-contractor. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with a sub-contractor who fails to terminate said employee/independent contractor, the District may terminate any awarded contract. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
- D. **Criminal Acts.** Employment on the project by the successful respondent, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence, or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the successful respondent agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate an awarded contract if the successful respondent does not comply with this provision.
- E. **Possession/Use/Under the Influence of Mind-Altering Substances.** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the successful respondent's employee/independent contractor or its sub-contractor's employees/independent contractors, will not be tolerated on District property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee/independent contractor shall be removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the successful respondent. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate an awarded contract.
- F. **Compliance with the Jessica Lunsford Act.** Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the Level 2 screening requirements of the Florida Statutes and School Board policies. The required Level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of an awarded contract. The cost of this Level 2 screening shall be borne by the successful respondent.

31. **FERPA:** To the extent services provided hereunder pertain to the access to student information, Respondent shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.

32. PAYMENT TERMS

A. INVOICING

The successful Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4492. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order. The School District shall pay such

invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

- B. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- C. The District has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a response to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. **PARTIAL PAYMENT**
Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.
- F. **PAYMENT DISCOUNTS**
A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the solicitation evaluation. All bid prices must be net and not contingent on terms.

33. CONFLICT OF INTEREST FORM: All respondents shall complete the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

34. LICENSES AND CERTIFICATES

- A. The District reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each respondent and personnel who will be performing services on behalf of the respondent for the District are to be properly licensed to do business in its area of expertise in the State of Florida. Each respondent shall submit, with its proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of an awarded contract.

35. TAXES: The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill Contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

36. AMERICANS WITH DISABILITIES ACT OF 1990: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Osceola County, shall contact the School Board's Procurement Services Department at (407) 870-4630, at least five (5) days prior to the scheduled opening or meeting.

37. PATENTS, COPYRIGHT, AND ROYALTIES: The respondent, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the District. If the respondent uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

38. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135, Florida Statutes, "A company that, at the time of submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1

million or more.” Section 215.473, Florida Statutes, defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a proposal to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Any respondent awarded a contract as a result of this solicitation shall be required to recertify at each renewal of the contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The District may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the District reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, propose on, submit a proposal for, or enter into or renew a contract, should the District determine that the conditions set forth in Section 287.135(4), Florida Statutes, are met.

39. POLITICAL & IDEOLOGICAL INTERESTS: Respondents are hereby notified that, pursuant to Section 1010.04(5), Florida Statutes, the School Board of Osceola County will not request or consider documentation of a respondent's social, political, or ideological interests in determining whether the vendor is a responsible vendor.

40. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered respondents must have an active status in order to be eligible to do business with the District. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

41. PUBLIC RECORD: Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- A. Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.
- B. Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;
- C. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the 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 Board; and
- D. Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

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, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: DANA.SCHAFFER@OSCEOLA.K12.FL.US.

- 42. GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Request For Proposal shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- 43. COMPLIANCE WITH LAWS AND REGULATIONS:** Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to an awarded contract from the Federal Government, State of Florida, Osceola County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.
- 44. INDEMNIFICATION OF SCHOOL BOARD:** The respondent shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this Contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the Contract.
- 45. WAIVER OF TRIAL BY JURY:** Respondent and the District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to an awarded contract for any litigation related to or arising from this solicitation and resulting contract.
- 46. PREVAILING GUIDELINES:** For purposes of this solicitation and evaluation of proposals hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
- 47. CLARIFICATION/CORRECTION OF ENTRY:** The District reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- 48. MINOR IRREGULARITIES:** The District reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the District. Minor irregularities are defined as those that have no adverse effect on the District's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.
- 49. ADDITIONAL TERMS & CONDITIONS:** The District reserves the right to reject proposals containing terms or conditions contradictory to those requested in the solicitation specifications.

- 50. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 51. DEVIATIONS:** All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the specifications. Such deviations must be stated upon the Bid Form, otherwise the District will consider the subject bids as being made in strict compliance with said specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the District will only consider bids that meet the exact requirements imposed by the specifications; except, however, said bids may not be subject to such rejection where, at the sole discretion of the District, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other Bidders.
- 52. PROPOSAL ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the District.
- 53. AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.
- 54. PROTESTS:** Solicitation or contract award protests shall be resolved under procedures set forth in Board Rule 7.70, Section Titled **“Protests Arising from Solicitation or Contract Award Process”** and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110.
- 55. CONTRACT:**
- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into the contract and become legally binding. A separate contract document, other than the purchase order, will not be issued.
 - B. The Director of Procurement Services, Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any Contract.
 - C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Procurement Services Department at 407.870.4630.
- 56. WARRANTY OF AUTHORITY / SERVICE AGREEMENT:** Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.
- 57. CONTENT OF INVITATION/RESPONSE:** The contents of this solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded proposal thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the **“GENERAL TERMS AND CONDITIONS.”**
- 58. UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the successful respondent and the School Board of Osceola County for any terms and conditions not specifically stated in this solicitation.
- 59. CONTRACT/RESPONDENT RELATIONSHIP**
- A. The District reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the District.
 - B. Any successful respondent shall provide the services required herein strictly under a contractual relationship with the District and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor, the successful respondent shall pay any and all applicable taxes required by law; shall comply with all

pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation. The respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

- C. The respondent shall not be provided special space, facilities, or equipment by the District to perform any of the duties required by the contract nor shall the District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.
- D. Prior to commencing work the successful respondent will be required to sign a written Contract incorporating the specifications and terms of the Request for Proposal and the response thereto.
- E. The respondent shall not be exclusively bound to the District and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the District.

60. VIOLATIONS: Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the District's contractor list and the respondent being disqualified from doing business with the District for a period of time to be determined on a case-by-case basis.

61. RIGHT TO REQUIRE PERFORMANCE

- A. The failure of the District at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the District thereafter to enforce same, nor shall waiver by the District of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the District, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

62. SUSPENSION OF WORK: The District's Authorized Representative may in its sole discretion suspend any or all activities under the contract, at any time, when in the best interest of the District to do so. The District's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the District's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract. Suspension of work shall not entitle the respondent to any additional compensation.

63. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW: The District shall have the power to make changes in the awarded contract as the result of changes in law and/or rules of the District to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The District shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the District, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the District shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The District and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the District and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

64. CHANGES IN SCOPE OF WORK/SERVICE

- A. The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the District's Representative (the District's Director of Procurement Services) and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the District's Representative in writing of this belief. If the District's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The District reserves the right to negotiate with the successful respondent(s) without completing the competitive solicitation process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the solicitation was released.

65. SCHOOL BOARD RULES, POLICIES AND PROCEDURES: The rules, policies, and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the respondent is bound to understand the limitations on the staff of the District with whom the respondent or its consultants, subcontractors and agents/employees may deal. Personnel of the District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the respondent and the respondent is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

66. UNUSUAL COSTS: The respondent may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the respondent, and the respondent shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

67. ASSIGNMENT: The respondent shall not sell, assign, or transfer any of its rights, duties, or obligations under the awarded contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the District. In the event of any assignment, the respondent remains secondarily liable for the performance of the contract, unless the District expressly waives such secondary liability. The District may assign the contract with prior written notice to respondent of its intent to do so. For the purpose of the awarded contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in respondent; (3) sale of common stock of respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in respondent; (4) transfer of any interest in respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

68. AVAILABILITY OF FUNDS/FUNDING OUT/TERMINATION/CANCELLATION: The obligations of the School Board under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding. Likewise, each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the

event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- 69. AVAILABILITY OF FUNDS:** The obligations of the District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
- 70. RESPONDENT PERFORMANCE:** The District's project personnel shall monitor the respondent's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the respondent's history. The report and process will assist Procurement to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the respondent from submitting future proposals.
- 71. TERMINATION / CANCELLATION OF CONTRACT:** The District reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the resulting contract with one hundred twenty (120) days' written notice to the Director of Procurement Services. Failure to provide proper notice to the District may result in the respondent being barred from future business with the District.
- 72. TERMINATION FOR SCHOOL BOARD'S CONVENIENCE:** The performance of work under the awarded contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.
- 73. TERMINATION FOR DEFAULT:** The District's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.
- 74. SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a contract, the Director of Procurement Services or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the Director of Procurement Services may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Director of Procurement Services may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards. Nothing herein shall preclude School Board from exercising any of its contractual and/or other legal rights and remedies.
- 75. AUTHORITY TO DEBAR OR SUSPEND:** In accordance with Board Rule 7.70, titled "PROCUREMENT AND CONTRACTING", the Director of Procurement Services shall have the authority to debar a person/corporation, for cause, from consideration or award of further agreements. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The term "debar" or "debarment" means to remove a vendor from consideration of award in a competitive solicitation for District work and may include termination of existing contracts for cause.

- 76. CLAIM NOTICE:** The respondent shall immediately report in writing to the District's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the District in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the District project site.
- 77. WAIVER OF CLAIMS:** Once this contract expires, terminated or final payment has been requested and made, the successful respondent shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this contract. After that period, the District will consider the respondent to have waived any right to claims against the District concerning an awarded contract.
- 78. RECORDS & RIGHT TO AUDIT:** The respondent shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the District, its designees, or other entities authorized by law.
- 79. ILLEGAL ALIEN LABOR. STATE OF FLORIDA, EXECUTIVE ORDER 11-116:** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.
- 80. STATE TERM CONTRACTS:** In accordance with Section 1010.04, F.S., purchasing agreements, and state term contracts available under Section 287.056, F.S. has been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
- 81. VENDORS STATUTORY COMPLIANCE:** Governmental entities of the State of Florida are prohibited from entering, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Section 786.06, Florida Statutes. Pursuant to the Vendor's executed Affidavit attached hereto, the Contractor attests that it is not affiliated with, and it is not, an entity of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and that the Contractor does not engage in forced labor and human trafficking practices as defined in Section 786.06, Florida Statutes.
- 82. FEDERAL GRANTS TERMS AND CONDITIONS:** For any solicitation or agreement that involves, receives, or utilizes Federal Grants funding, the Federal Terms and Conditions (Attachment G) shall be considered a part of the solicitation and resulting award, or agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the agreement.

End of General Terms and Conditions
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