1. **Prohibitions of Gratuities:**
   By submission of a bid, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such bids or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.

3. **Minority and Women-Owned Businesses Enterprise: Regulation**
   2 CFR 200.321 When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses, and women’s business enterprises are used whenever possible:
   - **Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists.**
   - **Assuring those small businesses, minority-owned businesses, and women’s businesses are solicited whenever they are potential sources.**
   - **When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women’s business participation.**
   - **Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women’s businesses.**
   - **Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women’s business enterprises.**

4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractors’ commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

5. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program
legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

8. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. **Energy Policy and Conservation Act (42 U.S.C> 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C> 6201).


11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a) :** All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

12. **Procurement of recovered materials (See §200.322):** All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that
contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

14. **Procurement of Recovered Materials:** “(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”

15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown usual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment (see paragraph (d)) upon submittal of a ‘bid for adjustment’ (hereafter referred to as bid) by the Contractor before final payment under the contract.

16. **Access to Records:** (1) The contractor agrees to provide the VCSB, the designated VCSB Representative, the SLD of USAC Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the SLD of USAC Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

17. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific SLD of USAC pre-approval.

18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that SLD of USAC financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, SLD of USAC policies, procedures, and directives.

19. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a bid in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

22. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued thereunder.

24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. SLD of USAC reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of SLD of USAC financial support, by grant number, and a statement that the publication does not constitute an endorsement by SLD of USAC or reflect their views.

25. **Disadvantaged Business Enterprises [DBE] Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance of the grant or progress report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. Reports Acceptance: SLD of USAC shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee’s and SLD of USAC records, and close out the grant in writing.

27. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Offeror agrees to allow access by the VCSB, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.
Definition of Terms:

**Acquisition** - The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

**Addenda** - A written addition or supplement to a document, for example, items or information added, deleted or changed on a procurement document. Addenda will be posted on the website.

**All or None** – Bidding must be completed for ALL line items on the Bid Response Form in order to be considered responsive.

**Alternate Bid** - A substitute Bid, or a Bid submitted with an intentional substantive variation to a basic provision, specification, term or condition of the solicitation. Alternate Bids shall only be provided when requested in the Bid documents.

**Best Value Bidding** - The purpose of best value Bidding is to allow factors other than price to be considered in the determination of award for specific goods or services based on pre-determined criteria identified by the Board.

**Bid** - Written solicitation for competitive sealed Bids to provide equipment, supplies, services or construction items.

**Bidder** - Shall refer to anyone submitting a Bid in response to an Invitation to Bid.

**Bid Sample** - A sample offered by a Bidder when required in an invitation to Bid (ITB). The samples are considered a required part of the Bid and are examined and tested for conformance with the requirements of the ITB.

**Conflict of Interest** - An actual or potential situation in which the personal interests of a Vendor, employee or public official, are, or appear to be, in conflict with the best interests of the Board.

**Contract** - A mutually binding legal instrument obligating the seller to furnish the supplies or services and the Procurement Representative to pay for them, including but not limited to purchase orders and formal agreements.

**Contract Modification** - Means any written change in the terms of a contract.

**Descriptive Literature** - Means information provided by an Offeror, such as cuts, illustrations, drawings and brochures that shows a product’s characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

**SLD of the USAC** - Shall refer to the Schools and Libraries Division of the Universal Service Administrative Company.

**FOB Destination** - Free on board at destination; title changes hands from Vendor to purchaser at the destination of the shipment; Vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

**In Writing** - Any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

**Insurance** - Means a contract in which one party, for a fee, undertakes to protect another party against loss, damage or liability arising from an unknown or contingent event.

**Latent Defect** - An unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.

**Laws and Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

**Lobbying** - Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a Bid or contract.

**Lump Sum** - The total price of a group of items, which is priced as a whole.

**Notice of Award** - Written notice of the acceptance of the solicitation from the Board to the Vendor/Consultant.

**Offer** - Response to a solicitation that, if accepted, would bind the Offeror to perform the resulting contract.

**Offeror** - One who makes an offer in response to a solicitation; or one who submits a Bid in response to an Invitation to Bid (ITB), Invitation to Bid (ITB), Invitation to Negotiate (ITN).

**Owner** - The Board, VCSB, Volusia County School Board, or the District (these terms may be used interchangeably).

**Pricing** - Process of establishing a reasonable amount to be paid for supplies or services.

**Procurement Services Department** - Also referred to as Procurement or Purchasing. Procurement Services Department within Volusia County Public Schools is responsible for the administration of this solicitation.

**Purchase Order** - Purchaser’s written document to a Vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

**Qualification Requirement** - District’s requirement for testing or other quality assurance demonstration that must be completed before award of a contract.

**Responsible Bidder** - Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, equipment, credit and which will assure good faith performance.

**Responsive Bidder** - Bidder who has submitted a Bid that conforms in all material respects to the solicitation.

**Signature or Signed** - Discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.

**Solicitation** - Written request for Bids or proposals to provide equipment, supplies, services or construction items.

**Solicitation Provision or Provision** - Term or condition used only in solicitations and applying only before contract award.

**Specifications** - Description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

**Supplemental Agreement** - Contract modification that is accomplished by the mutual action of the parties.

**Surety** - Any corporation that executes, as Surety, the Vendor's Proposal/Bid, Performance, and/or Payment Bond.

**Termination for Convenience** - The exercise of the District’s right to terminate performance of work under a contract completely or partially when it is in the District’s interest.

**Termination for Default** - The exercise of the District’s right to terminate a contract completely or partially because of the Vendor’s actual or anticipated failure to perform its contractual obligations.

**Vendor** – A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes Bidder, Contractor, Firm, Offeror, Proposer, Respondent, or Vendor (these terms may be used interchangeably).

**Warranty** - Promise or affirmation given by a Vendor to the District regarding the nature, usefulness or condition of the supplies or performance of services furnished under the contract.