



**JEFFERSON COUNTY SCHOOL DISTRICT**  
**1490 W. JEFFERSON STREET**  
**MONTICELLO, FL 32344**  
**(850)342-0100**

**PROPOSAL NAME: District-Wide Fire Alarm System Services**

**PROPOSAL NO.: #2425-001**

**DATE and TIME: August 9, 2024 @ 3:00 PM EST**

**PROPOSAL DECLARATION**

SEALED PROPOSALS will be opened at the Jefferson County Schools, District Office. The Proposal Name, Number, and Opening Date and Time **must appear on the outside of the sealed envelope**. Sealed envelopes **must be received** by the Jefferson County Schools, District Office, Attn: Taryn Bellflower, 1490 W Jefferson Street, Monticello, Florida, 32344, by the time and date as indicated above.

The undersigned certifies that he/she has read and understands the Proposal TERMS AND CONDITIONS, and that the firm represented accepts these terms and conditions and submits the attached proposal in full compliance thereof.

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

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

FLORIDA CRS NUMBER: \_\_\_\_\_

DO YOU QUALIFY FOR 5% IN-STATE PREFERENCE: YES \_\_\_\_\_ NO \_\_\_\_\_

FLORIDA 5% RESIDENT PREFERENCE CERTIFICATE NUMBER: \_\_\_\_\_

VETERAN OWNED BUSINESS: Yes, \_\_\_\_\_ No \_\_\_\_\_ CERTIFICATE NUMBER: \_\_\_\_\_

**NOTE: TO BE A VALID PROPOSAL, A PROPOSAL MUST BE SIGNED.**

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-M AIL ADDRESS: \_\_\_\_\_

PROPOSAL WILL REMAIN FIRM UNTIL 90 (ninety) DAYS AFTER THE PROPOSAL OPENING DATE OR LONGER IF SPECIFIED BY VENDOR: \_\_\_\_\_

TERMS: \_\_\_\_\_ DELIVERY DATE: \_\_\_\_\_

**PLEASE ACKNOWLEDGE RECEIPT OF THE FOLLOWING DOCUMENTS: (Initial each)**

- \_\_\_\_\_ Proposal Declaration
- \_\_\_\_\_ Request for Proposal
- \_\_\_\_\_ Jefferson County School District's Sample Professional Services Contract stating All Requirements of Contract (Appendix A – 18 pgs.)
- \_\_\_\_\_ Prospective Contractor Conflict of Interest Certification Form (Appendix B – 1 pg.)
- \_\_\_\_\_ Debarment/Suspension Certification Form (Appendix C – 2 pgs.)
- \_\_\_\_\_ Jefferson County School District's Mandated Insurance Requirements Prior to Implementation of Contract (Appendix D – 1 pg.)
- \_\_\_\_\_ Jefferson County School District's Request for Proposal Terms and Conditions (Appendix E – 2 pgs.)
- \_\_\_\_\_ Price Proposal (In a separate sealed envelope) (Appendix F)



*JEFFERSON COUNTY SCHOOL DISTRICT  
1490 W. JEFFERSON STREET  
MONTICELLO, FL 32344  
(850)342-0100*

**REQUEST FOR PROPOSALS  
FOR  
DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES**

**RFP Number: 2425-001**

**Due Date & Time: August 9, 2024 @ 3:00 PM EST**

**I. INTRODUCTION**

- A. The Jefferson County School District (“District”) is requesting proposals for **DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES** to perform the scope of work described herein. All potential Offerors are encouraged to read this Request for Proposals carefully and in its entirety. A contract will be awarded for a one-year term on **August 12, 2024**, with the District’s option to renew annually, not exceed four years, including all extensions and renewals. Each renewal option is (1) contingent on the availability of future appropriations and (2) to be exercised only by affirmative action on the part of the District. There will be no automatic renewal of the contract. The option to renew is within the sole discretion of the District.

Firms submitting proposals shall meet and comply with all state and federally mandated requirements and certification for services offered, as well as applicable federal, state, and local laws and regulations pertaining to this Scope of Work.

The objective of this RFP is to obtain **District-Wide Fire Alarm System Services**.

"Responsive Offer", means an offer which conforms in all material respects to the requirements set forth in this request for proposals.

Responsive Offers will be evaluated for the purpose of obtaining the required services from the firm and/or individual whose proposal is the most advantageous to the School District, taking into consideration the evaluation factors set forth in this Request for Proposals.

Proposal Submittal Packets **must** be received by the above **August 9, 2024 @ 3:00 PM EST** at the Jefferson County Schools, District Office, 1490 W. Washington Street, Monticello FL 32344.

**Late proposals will not be accepted and will be returned unopened.**

- B. Points of contact for this request for proposals are **Operations & Facilities Director, Jamaris Wilson at (850) 997-3555 or jwilson@jeffersonschools.net.**
- C. All prospective respondents shall comply with all local, state and/or federal laws prohibiting bribes, gratuities, and kickbacks.
- D. By responding to this request for proposals the respondent warrants that it has no interest and will acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of the proposed service.
- E. By responding to this request for proposals the Offeror signifies that it is able and willing to make the covenants, representations, and warranties and to abide by the terms and conditions set forth in the Jefferson County Schools Professional Service Contract **No.2425-001**, which is attached as Appendix A.
- F. Respondents are required to complete, sign, and return with their Proposal Submittal Package the ***Proposal Declaration page, Prospective Contractor Conflict of Interest Certification Form (Appendix B), the Debarment/Suspension Certification Form (Appendix C), the Terms and Conditions Form (Appendix E), and proof of current commercial, general, liability insurance as referenced in Appendix D,*** which are attached.
- G. A copy of their In-State/Veteran’s Preference Certificate, if applicable
- H. Respondents are also required to submit the price proposal in an envelope separate from the technical proposal. The price proposal must be marked the same as the technical proposal and include the wording “PRICE PROPOSAL.”

## II. SCOPE OF WORK

The following information is intended to describe and specify the on-going monitoring services for the fire alarm systems for the Jefferson County School District facilities. The title of this Request for Proposal (RFP) will be **DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES**. Further, to describe and specify preventative and on-going maintenance, programming, annual testing and related services to support the fire alarm systems.

The school district has 8 facilities as outlined below: See **Table 1 School Building Summary**.

- One (1) Administrative (District Office) Facility
- One (1) Adult Education Facility
- One (1) Alternative School (Turning Point)
- One (1) Auditorium
- One (1) Football Fieldhouse
- One (1) K-12 School
- One (1) Maintenance Facility
- One (1) Transportation (Bus Barn) Facility

### III. SPECIFICATIONS

- A. Monitoring:** Contractor will be responsible for monitoring and alarm dispatching of the existing fire alarm control panels/communicators.

**Monitoring Requirements:**

- i. Provide 24 hours per day, 7 days per week, 12 months per year monitoring of fire alarms transmitted to the central station and provide appropriate dispatch response to the alarm.
  - ii. In general, alarm monitoring firms will dispatch to the appropriate 9-1-1 or emergency dispatch center immediately on receipt of the alarm.
  - iii. Provide dispatching special instructions as required.
  - iv. When contacted by the individual facility regarding a planned Fire Drill, adjust the monitoring system appropriately.
- B. Inventory:** Within three months of award of the contract, provide a review of each facility and catalog, in a form and format acceptable to the District, the fire alarm components with appropriate identifying information including but not limited to control panel/communicator, fire sensors, smoke detectors, and audible devices, in a format acceptable to the District. Provide an electronic copy of the catalog to the District and maintain the catalog current throughout the life of the contract. The catalog will be the sole property of the District and all copies of the catalog shall be provided to the District upon written demand. Provide recommendations for upgrades to equipment and/or systems where appropriate.
- C. Maintenance and Testing:** Respond to on-call maintenance requests of the fire alarm system components. This work may include, but not be limited to, updating existing fire alarm control panel/communicator, fire sensors, smoke detectors, and audible devices, as directed by the District. The annual required testing of the fire alarm panels, and equipment shall be in accordance with National Fire Protection Act (NFPA) test methods and International Building Code (IBC). The on-call maintenance work will be done on a time and material basis with the issuance of an authorization by the District.
- D. Response time:** The Contractor shall maintain the fire alarm systems in a constant state of operational readiness at no additional cost to the district (except for user abuse and vandalism). The Contractor shall respond with telephonic assistance within thirty (30) minutes of a repair/trouble call. Additionally, the Contractor shall be able to physically respond to repair/trouble calls within four (4) hours to make repairs.
- E. Additional Repairs:** The Contractor shall replace any component of the system, which requires repeated repairs. All software and firmware shall be maintained in the same manner. The Contractor agrees to provide full maintenance (parts and labor) on the entire security system at all locations for the entire period of the contract. This covers defective

materials and workmanship, normal wear and tear, lightning and storm damage, etc. Software, firmware flash revisions will be provided for all installed equipment as released by the manufacturer without additional cost.

- F. Extended repairs:** In the event the Contractor is unable to repair any alarm panel within a reasonable length of time, the district will be held responsible for monitoring the building. The district may contact another firm to repair the problem and charge the full repair to the Contractor.
- G. Repair Rates Beyond:** Contractor will state repair rates for all work performed beyond full maintenance, for the period of the contract. Any damage as a result of district abuse or vandalism will be the responsibility of the district.
- H. New Facilities / Facility Expansion:** When the District constructs new facilities or expands or re- configures existing facilities, the fire alarm system work will be included within the General Contractor’s scope of work. The contractor awarded the **DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES** contract will review and provide comments on the design of the proposed, review shop drawings, assist with acceptance of the system and program the system as outlined. This work will be done on a timely and material basis with the issuance of a written authorization by the District. The firm awarded this **DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES** contract would be free to provide a bid to perform the specified fire alarm system work to the General Contractors bidding the work.

**Table 1. School Building Summary**

	<i>SCHOOL</i>	<i>LOCATION</i>	<i>Square Feet</i>
1.	Administrative Facility	1490 W Washington Street Monticello, FL 32344	16,000
2.	Adult Education Facility	545 S. Water Street Monticello, FL 32344	3,631
3.	Alternative School	575 S. Water Street Monticello, FL 32344	13,000
4.	Auditorium	579 S. Water Street Monticello, FL 32344	4,500
5.	Football Fieldhouse	580 S. Water Street Monticello, FL 32344	4,600
6.	K-12 School	50 David Road Monticello, FL 32344	169,000
7.	Maintenance Facility	620 S. Water Street Monticello, FL 32344	3,600
8.	Transportation Facility	1780 S. Jefferson Street Monticello, FL 32344	5,712

- I. Reporting:** Contractor will provide written reports relating to fire drills reported to them and accomplished at district facilities. Provide written reports relating to the recommendation to upgrade fire alarm equipment, and systems. Provide detailed written reports on any facility alarm activations to include pull station activated, audible alarm operation, alarm strobe operation, and fire alarm system notification to the district and the Department of Public Safety (DPS) Fire Captain and the Authority Having Jurisdiction. These reports will be forwarded to the district immediately after occurrence.
- J. Appearance of workers:** The Contractor's employees providing repair or consultation services are encouraged to wear a uniform with the Contractor's identification. The employees will always check and sign-in at the front office of the facility upon arrival and sign-out upon departure.
- K. Laws, regulations, and policies:** Contractor will review and comply with Florida Board of Education Policies and Florida Laws governing contract work awarded and doing business with the Jefferson Public School District. Contractors shall understand, the district and all its facilities are tobacco free, drug free, and the district will uphold a zero-tolerance policy. The Contractor shall further understand all federal, State of Florida, Jefferson County, and City of Monticello Municipal ordinances, including Florida Board of Education Policies having jurisdiction over the performance of the contract shall apply. Acquisition of the necessary licenses and permits to fulfil this RFP and possible contract award are the sole responsibility of the Contractor at the Contractor's expense.
- L. Disputes:** The Contractor will assist and act as the District's agent in any dispute between the district and the authority having jurisdiction in conjunction with performed work (i.e. fire alarm system communication, response, notification, and equipment operation) under this request.

#### **M. Experience**

**Qualifications:** Contractor will deliver copies of Florida licenses authorizing the company to perform work assigned (i.e. Low Voltage Special Systems ES-3, Telephone Communication Systems ES-7, Journeyman Sound, Intercommunication and Electrical Alarm Systems ES-3J, Journeyman Telephone Communication Systems, Telephone Interconnect ES-7J, Residential/Commercial Electrical Contractor's License EE-98, City Business Registration Certificate, Occupation License, and Florida CRS number). Contractor shall deliver additional certifications of employees authorized to accomplish fire alarm system repair, maintenance, testing, and installation. Contractors must possess all necessary licenses and permits required to conduct its business and will acquire any necessary licenses and permits for the performance of the contract prior to the initiation of work.

#### IV. INSURANCE

Liability insurance shall be on a comprehensive basis and shall include the following divisions of coverage:

Comprehensive General Liability -Premises and Operations including broad form property damage and contractual liability	\$2,000,000 each occurrence
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Professional Liability/Errors and Omission	\$2,000,000 Combined single limit each occurrence
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*Other required coverage's:*

Workers Compensation	Statutory-Florida (all employees and subcontractors as applicable)
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Automobile Liability Insurance for Contractors Providing Vehicles	\$500,000 Combined single limit each occurrence
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OR

Automobile Liability Insurance for Sole Contractors/Subcontractors Using Personal Vehicles	\$100,000 each person \$300,000 limit each occurrence
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**OFFEROR WILL BE RESPONSIBLE FOR ALL REQUIRED INSURANCE COVERAGE AS PER THE JPS STANDARD CONTRACT FOR PROFESSIONAL SERVICES (APPENDIX A) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.**

Coverage shall be with an insurer authorized by the State of Florida and shall carry a Best's rating of not less than "A" in A.M. Best's Key Rating Guide. The Jefferson County School District, its board of education, and employees must be named as Additional Insureds with respect to all of the coverages. Evidence of insurance policies and forms adequate to confirm the currency and adequacy of coverage shall be provided to the District **prior to the onset of service and the contract shall be conditioned upon the approval of same by the District.**

## V. PROPOSAL STATEMENT

### Firm/Team Information

1. Brief history of firm.
2. Type of ownership.
3. Statements as to size of professional staff.
4. Name of partner in charge, project manager, and other key team players.
5. Time/Date availability of firm to perform services

## VI. TECHNICAL PROPOSAL MUST INCLUDE THE FOLLOWING:

The Offeror's proposal should follow this format:

- A. The technical proposal must be sealed and marked on the outside as follows:  
**TECHNICAL PROPOSAL for RFP 2425-001 Districtwide Fire Alarm System Services**
- B. Cover page with the name, address, and phone number of the offeror.
- C. Table of Contents
- D. Letter of Introduction and Expression of Interest
- E. Related Experience and Qualifications, Including Experience and Credentials of Team
  - a. List and describe previous experience with the Jefferson County School District.
  - b. List and describe experience with other Florida government, private and public entities apart from educational setting if any.
- F. References: Provide reference or contact information for entities with relevant contractual relationship to the entity
- G. Current proof of licensure and credentials for the State of Florida – a copy must be provided.
- H. Jefferson County School District's Proposal Declaration, complete and signed.
- I. Prospective Contractor Conflict of Interest Certification Form completed and signed.  
**(Appendix B)**
- J. Debarment/Suspension Certification Form completed and signed **(Appendix C)**
- K. An electronic copy of the proposal on a flash drive
- L. **Valid** In-State/Veteran's Preference Certificate copy (if applicable)



**VII. PRICE PROPOSAL:**

The price proposal **must** be submitted in a sealed envelope separate from the technical proposal and include the following: (Appendix F)

- A. The price proposal should be sealed and marked on the outside as follows: **PRICE PROPOSAL for RFP 2425-001 Districtwide Fire Alarm System Services**
- B. Include the name, address, and phone number of the offeror.

**VIII. EVALUATION CRITERIA (maximum points available – 130)**

A. Monitoring	25 points
B. Response Time	30 points
C. Repairs	15 points
D. Reporting	20 points
E. Qualifications/Experience	20 points
F. Residence	5 points
G. Price	15 points

**NOTE: It is the Offeror’s responsibility to provide full information in order to evaluate the criteria above.**

**IX. GENERAL**

The Offeror is required to submit **ONE (1)** original and **THREE (3)** copies of the proposal and the required supporting documentation.

The Offeror is required to submit an electronic copy of the proposal on a flash drive.

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

If the Offeror considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly mark as “PROPRIETARY” or “TRADE SECRET.”

Only the District is authorized to release information about projects covered by this RFP. The Offeror must refer to the District any requests to release or inspect any information that pertains to the work or activities covered by any action or award related to this RFP.

The District reserves the right to make multiple awards.

## **X. TERMINATION**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

### **For questions regarding this Request for Proposals:**

Jamaris Wilson  
Operations & Facilities Director  
1490 W. Jefferson Street  
Monticello, Florida 32344  
(850) 997-3555  
[jwilson@jeffersonschools.net](mailto:jwilson@jeffersonschools.net)

Any inquiries or requests regarding this procurement should be submitted, *in writing*, to the Operations & Facilities Director. Offerors may contact **ONLY** the Operations and Facilities Director regarding this procurement. Other JCSD employees or Evaluation Committee members do not have the authority to respond on behalf of the JCSD.



Appendix A

**JEFFERSON COUNTY SCHOOL DISTRICT  
PROFESSIONAL SERVICES CONTRACT NO. 2425-001**

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 (“Effective Date”) by and between the Jefferson County School Board (“District”), a Florida public school district, whose address is 1490 W Jefferson Street, Monticello, Florida and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, (herein referred to individually as “Party” or collectively as “Parties”).

WHEREAS the District requires certain **District-Wide Fire Alarm System Services** as set forth in its Request for Proposals No. **2425-001**; and

WHEREAS Contractor submitted a proposal to provide such **District-Wide Fire Alarm System Services** and Contractor represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by the District and Contractor that for the considerations set forth herein, Contractor shall provide said services to the District as set forth below and in RFP No. **2425-001**.

Term

The Term of this Contract commences on **the date the Contract is fully executed by both parties** and ends on **June 30, 2025**.

Incorporation

The Parties agree that this Contract is in reference to and incorporates the Jefferson County School District’s Request for Proposals No. **2425-001** and all documents included therein and attachments and appendices thereto, and Contractor’s responsive proposal and all documents included therein and attachments thereto.

Contract Documents

The Contract Documents shall include this Contract and all attachments and appendices thereto, the Jefferson County School District’s Request for Proposals No. **2425-001** and all documents included therein and attachments and appendices thereto, and Contractor’s responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the District determines a conflict exists between the contract documents, District shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the District.

Scope of Work

Contractor agrees to perform any and all consultation, services, activities, tasks set forth or described in the District’s Request for Proposals No. **2425-001** and as called for by this Contract

## Appendix A

and approved Purchase Orders (the “Work”). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the District, all materials necessary to efficiently and effectively perform the Work.

For Work authorized by a Purchase Order, Contractor shall be available on an “as needed/call out” basis to begin performance of the Work no later than three calendar days after notification by the District, unless otherwise notified by the District.

The awarded contractor shall provide:

Preventative and on-going maintenance, programming, annual testing and related services to support the fire alarm systems.

The school district has 8 facilities as outlined below: See **Table 1 School Building Summary**.

- One (1) Administrative (District Office) Facility
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**A. Monitoring:** Contractor will be responsible for monitoring and alarm dispatching of the existing fire alarm control panels/communicators.

**Monitoring Requirements:**

- i. Provide 24 hours per day, 7 days per week, 12 months per year monitoring on fire alarms transmitted to the central station and provide appropriate dispatch response to the alarm.
- ii. In general, alarm monitoring firms will dispatch to the appropriate 9-1-1 or emergency dispatch center immediately on receipt of the alarm.
- iii. Provide dispatching special instructions as required.
- iv. When contacted by the individual facility regarding a planned Fire Drill, adjust the monitoring system appropriately.

**B. Inventory:** Within three months of award of the contract, provide a review of each facility and catalog, in a form and format acceptable to the District, the fire alarm components with appropriate identifying information including but not limited to control panel/communicator, fire sensors, smoke detectors, and audible devices, in a format acceptable to the District. Provide an electronic copy of the catalog to the District and

## Appendix A

maintain the catalog current throughout the life of the contract. The catalog will be the sole property of the District and all copies of the catalog shall be provided to the District upon written demand. Provide recommendations for upgrades to equipment and/or systems where appropriate.

- C. Maintenance and Testing:** Respond to on-call maintenance requests of the fire alarm system components. This work may include, but not be limited to, updating existing fire alarm control panel/communicator, fire sensors, smoke detectors, and audible devices, as directed by the District. The annual required testing of the fire alarm panels, and equipment shall be in accordance with National Fire Protection Act (NFPA) test methods and International Building Code (IBC). The on-call maintenance work will be done on a time and material basis with the issuance of an authorization by the District.
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- F. Extended repairs:** In the event the Contractor is unable to repair any alarm panel within a reasonable length of time, the district will be held responsible for monitoring the building. The district may contact another firm to repair the problem and charge the full repair to the Contractor.
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- H. New Facilities / Facility Expansion:** When the District constructs new facilities or expands or re-configures existing facilities, the fire alarm system work will be included within the General Contractor's scope of work. The contractor awarded the **DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES** contract will review and provide comments on the design of the proposed, review shop drawings, assist with acceptance of the system and program the system as outlined. This work will be done on a time and material basis with the issuance of a written authorization by the District. The firm awarded this **DISTRICT-WIDE FIRE ALARM SYSTEM SERVICES** contract would be free to provide a bid to perform the specified fire alarm system work to the General Contractors bidding the work.

**Table 1. School Building Summary**

	<i>SCHOOL</i>	<i>LOCATION</i>	<i>Square Feet</i>
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**I. Reporting:** Contractor will provide written reports relating to fire drills reported to them and accomplished at district facilities. Provide written reports relating to the recommendation to upgrade fire alarm equipment, and systems. Provide detailed written reports on any facility alarm activations to include pull station activated, audible alarm operation, alarm strobe operation, and fire alarm system notification to the district and the Department of Public Safety (DPS) Fire Captain and the Authority Having Jurisdiction. These reports will be forwarded to the district immediately after occurrence.

**J. Appearance of workers:** The Contractor’s employees providing repair or consultation services are encouraged to wear a uniform with the Contractor’s identification. The employees will always check and sign-in at the front office of the facility upon arrival and sign-out upon departure.

## Appendix A

- K. Laws, regulations, and policies:** Contractor will review and comply with Jefferson County Board of Education Policies and Florida Laws governing contract work awarded and doing business with the Jefferson County School District. Contractor shall understand, the district and all its facilities are tobacco free, drug free, and the district will uphold a zero-tolerance policy. The Contractor shall further understand all federal, State of Florida, Otero County, and City of Jefferson Municipal ordinances, including Jefferson County Board of Education Policies having jurisdiction over the performance of the contract shall apply. Acquisition of the necessary licenses and permits to fulfil this RFP and possible contract award are the sole responsibility of the Contractor at the Contractor's expense.
- L. Disputes:** The Contractor will assist and act as the District's agent in any dispute between the district and the authority having jurisdiction in conjunction with performed work (i.e. fire alarm system communication, response, notification, and equipment operation) under this request.

### M. Experience

**Qualifications:** Contractor will deliver copies of Florida licenses authorizing the company to perform work assigned (i.e. Low Voltage Special Systems ES-3, Telephone Communication Systems ES-7, Journeyman Sound, Intercommunication and Electrical Alarm Systems ES-3J, Journeyman Telephone Communication Systems, Telephone Interconnect ES-7J, Residential/Commercial Electrical Contractor's License EE-98, City Business Registration Certificate, Occupation License, and Florida CRS number). Contractor shall deliver additional certifications of employees authorized to accomplish fire alarm system repair, maintenance, testing, and installation. Contractors must possess all necessary licenses and permits required to conduct its business and will acquire any necessary licenses and permits for the performance of the contract prior to the initiation of work.

### Contractor's Covenants, Representations and Warranties

Contractor covenants, represents and warrants to the District that it: (a) is an organization of professionals experienced in the type of services the District is engaging the Contractor to perform. (b) is authorized, licensed and registered to do business in the State of Florida; (c) is qualified, willing and able to perform professional services for the District; and (d) has the expertise, training and ability to provide professional services which will meet the District's objectives and requirements.

Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the District.

Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

## Appendix A

Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.

Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.

Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the District is held financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor.

Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.

Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the Florida Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.

Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

### Site Investigation

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.



## Appendix A

The District assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein, and this Contract expressly provides that responsibility therefor is assumed by the District.

### Changed Conditions

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the District in writing of subsurface or latent physical conditions at the District facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The District will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the District, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

### Workmanship

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the District's standards and approval and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. The District shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the District, the District may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the District may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The District, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. The contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The District will designate a representative who shall be authorized to act for the District in all matters related to the Contractor's performance of the Services.

### Compensation

For the Work deemed satisfactorily rendered, the District agrees to pay the Contractor compensation as follows: in an amount not to exceed the amount(s) set forth in duly authorized Purchase Order(s).

Contractor will invoice the District monthly and in strict accordance with the Purchase Order. The contractor will mail all monthly invoices to: Jefferson County School Districts, Attention: **Accounts Payable, 1490 .W Washington Street, Monticello, FL 32344.** After approval of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the District will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

## Appendix A

In the event that the District terminates this Contract for Contractor's breach, the District will pay Contractor for work performed before the termination date less any setoff to which the District is entitled if and only if Contractor performed such Work in accordance with this Contract and to the District's satisfaction.

The District shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the District to recover excessive and/or illegal payments.

The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the District, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

### Contractor's Personnel

The District retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

### Protection of Work and Property

Contractor shall continuously maintain adequate protection of Work from damage and shall always protect the District's property from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

### Licenses, Permits and Regulations

The contractor shall, without additional expense to the District, obtain all licenses and permits required for the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. The contractor shall indemnify and save harmless the District from and against any claims, damage, and expense arising from the violation by Contractor of any such law, rule regulation or ordinance.

### Records

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and District policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the District may deem necessary, there shall be made available to the District for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The District may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

The District is a public agency subject to Chapter 119, Florida Statutes.

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1. Section 119.0701, Florida Statutes, requires that all individuals, partnerships, corporations or business entities that enter into contracts for services with a public agency and are acting on behalf of the agency shall comply with Florida's public record laws with respect to services performed on behalf of the agency. Specifically, the statute requires that Contractor shall agree to do the following:

i. Keep and maintain public records required by the District to perform the service.

ii. Upon request from the District custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in that section or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the District.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 342-0100, BY EMAIL [ETRICQUET@JEFFERSONSCHOOLS.NET](mailto:ETRICQUET@JEFFERSONSCHOOLS.NET) OR BY MAIL AT 1490 W. WASHINGTON STREET, MONTICELLO, FL 32344.**

### Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, **Commercial General Liability, Professional Liability/Errors & Omissions Insurance** in the broadest coverage commonly available, with a minimum limit of two million dollars (\$2,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

**Automobile Liability Insurance**, for contractors providing a vehicle for staff, employees, or

## Appendix A

subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

**Automobile Liability Insurance**, for sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limits each occurrence.

The Jefferson County School District, the Jefferson County School Board, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. The contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Certificates of insurance and complete policies, acceptable to the District, with the coverage as cited above and listing the Jefferson County School District, its board of education and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverage represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of Florida and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of the work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the District of cancellation or material change, which shall be mailed or delivered to:

Jefferson County School District  
Attn: Operations & Facilities Director  
1490 W. Washington Street  
Monticello Florida 32344

The contractor shall carry Workers' Compensation insurance as required by law.

### Indemnification/Hold Harmless

Contractor shall defend, indemnify, and hold harmless the District, its board of education, employees, agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the District's attorney's fees and costs, whether such claims and litigation are frivolous or not. The district shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the District.

Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend

## Appendix A

(including reasonable attorneys' fees) and hold harmless the District for claims or actions brought by the Contractor's own employees against the District, its board of education, employees or agents. Solely for the purpose of this indemnification and defense, Contractor expressly and specifically waives any immunity under the Florida Statutes Annotated, Chapter 52, Workers' Compensation.

These indemnifications shall survive the termination of this Contract.

The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the Florida Tort Claims Act.

### Professional Responsibility

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

### Bonds

If required by the District, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the District and in a form acceptable to the District. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the District, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

### Release

Contractor hereby accepts the District premises and adjoining areas as is and releases and discharges the District, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor' use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The District assumes no responsibility whatsoever for any property placed on any District premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the District, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property upon District premises.

### Contractor Status

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## Appendix A

The District and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The District is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the District for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the District. None of the benefits provided by the District to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the District to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the District has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

### Subcontracts

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract. Subcontracts made without the District's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the District's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the District.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the District may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the District.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

The District's consent to subcontract shall not waive the District's right to prior and continuing

## Appendix A

approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this District right.

Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Jefferson County School District:  
Attn: Operations & Facilities Director  
1490 W. Washington Street  
Monticello, Florida 32344

### Use of Premises

Contractors shall confine the storage of materials and equipment in locations acceptable to the District and in accordance with all applicable laws, rules, regulations and ordinances. The contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

### Confidentiality

All material given to or made available to Contractor, or prepared or assembled by Contractor by virtue of this Contract that the District identifies as proprietary or confidential information, or otherwise requests to be kept confidential, will be safeguarded by Contractor and shall not be disclosed to any individual or organization without the prior written approval of the District. All information, data, or other material provided by the District to Contractor shall be subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

### Cleaning Up

The contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

## Appendix A

### Trespass

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. The contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

### Liens

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the District. Contractor shall indemnify and save the District harmless from all such liens arising out of the Work. Contractor shall provide to the District, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto, which claims may, at the District's option, be assigned to the District.

### Appropriations

The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of Florida and the Florida Department of Education for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

### Conflict of Interest

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of Florida and federal financial disclosure and ethics laws as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

### Nondiscrimination

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

### Foreign Corrupt Practices Act

Contractor represents and warrants to the District that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the District to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its owners, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or



## Appendix A

anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

### Notice of Penalties

Florida criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

### Force Majeure

The District and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

### Termination

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the District in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the District may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

### Dispute Resolution

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are

## Appendix A

unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

### Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

#### **To District:**

Jefferson County School District  
Attn: Operations & Facilities Director  
1490 W. Washington Street  
Monticello, Florida 32344

#### **To Contractor:**

**[INSERT]**

### Invalid Term or Condition and Severability

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

### No waiver

The failure of the District to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

### Applicable Law

The laws of the State of Florida shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in the Second Judicial Circuit, in and for Jefferson County, Florida. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of Florida over any and all lawsuits arising under or out of any term of this Contract.

### Immunities and Defenses

The District does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

## Appendix A

Notwithstanding any contrary contractual language, including any indemnification agreement, nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the District's liability beyond that which is set forth in section 768.28, Florida Statutes, or to otherwise waive the District's sovereign immunity, or to require the District to indemnify Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for any claim, demand, action, proceeding, injury or loss resulting from any acts other than the negligent acts of the District or its agents or employees. This paragraph is included as a term and condition of the Agreement.

### No Assignment

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

### No Third-Party Beneficiaries

District and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

### Other Contractors

The District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by the District, Contractor shall coordinate its performance under this Contract with such additional or related work. The contractor must not interfere with the work performance of any other contractor or District employees.

### Entire Agreement

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

### Attachments

**INSERT LIST OF ATTACHMENTS, IF ANY**

**ATTACH EACH AND EVERY ATTACHMENT LISTED**

Appendix A

The District and the Contractor have entered this Contract as of the Effective Date. Services will not be provided, and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been signed by the Board of Education and an approved purchase order has been issued to the Contractor.

Approved by the Jefferson County School Board on \_\_\_\_\_.

**DISTRICT:**

**CONTRACTOR:**

Jefferson County School District

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Eydie Tricquet  
Print Name

\_\_\_\_\_  
Print Name

Title: Superintendent

Title: \_\_\_\_\_

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

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

Gladys Roann-Watson  
Print Name

Title: School Board Chair

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

APPENDIX B

**PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

No employee, official or member of the Jefferson County School Board has a direct or indirect material financial interest in the prospective Contractor or in the proposed transaction.

Prospective Contractor neither employs nor is negotiating to employ any employee, official or member of the Jefferson County School Board.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that the following named Jefferson County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest statements with the Jefferson County Supervisor of Elections, before the Proposal Opening.

_____	_____
_____	_____
_____	_____

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City: \_\_\_\_\_

## APPENDIX C

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

## APPENDIX C

### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**APPENDIX D**  
**Jefferson County School District**  
**Mandated Insurance Requirement - Professional Services/Services \$2 Million**

	Minimum Requirements			Required
1. Certificate of Liability Insurance				yes
1. The following must be named as Certificate Holders with respect to all coverages				
Jefferson County School District				yes
Jefferson County School Board				yes
JCSB Employees				yes
2. Commercial General Liability	\$2 million	Per Occurrence	Per Policy	yes
3. General Aggregate Limit	\$2 Million	Per Project		yes
4. Professional Liability/Errors & Omissions	\$2 Million	Per Occurrence	Per Policy	yes
Extended reporting period coverage for claims made within 2 years after contract is complete or otherwise terminated				
	2 Years			
4a. Additional Insured with respect to ALL Coverages	Certificate of Additional Insured Endorsement			yes
1. The additional insured endorsement must provide coverage for losses "arising out of" the contractors work or operations in connection with each contract				yes
2. The following must be named as Additional Insured with respect to all coverages				
Jefferson County School District				yes
Jefferson County School Board				yes
JCSB Employees				yes
5. Automobile Liability				
For Contractors Providing Vehicles	\$500,000	Combined Single Limit	Each Occurrence	yes
Or				
For Sole Contractors/Subcontractors Using Personal Vehicles	\$100,000 \$300,000	Each Person Limit Each Occurrence		yes
6. Worker's Compensation Insurance as required by law covering employees that work in Florida	Per Statute			Per Policy yes

NOTE: Services cannot begin, or products cannot be delivered until all the insurance requirements listed above have been met and submitted to the Jefferson County School District Office located at 1490 W Jefferson Street, Monticello Florida 32344.

For questions, please contact the Operations & Facilities Director on 850-347-7039.



**JEFFERSON COUNTY SCHOOL DISTRICT**  
**1490 W. Washington Street.**  
**Monticello, Florida 32344**  
**Telephone (850) 342-0100**

**APPENDIX E**  
**Request for Proposal Terms and Conditions**  
**Unless Otherwise Specified**

**Instructions to Offerors:** The Jefferson County School District (District), Board of Education and its authorized representatives are hereafter referred to as "District." Vendors will be required to sign a formal contract with Jefferson Public Schools and provide all required insurance and documents after the Proposal is awarded and before a purchase order will be issued or products and services can be delivered. Proposals are to comply with all instructions and provide the information requested. Failure to do so may disqualify your proposal.

1. Proposal must be submitted in a sealed envelope and shall not be considered if received by the District after the date and time specified in the Advertisement for the Proposal. All sealed proposals must be submitted on the official documents or forms provided by the District. All proposals must be properly completed and supported by the required documentation and be signed by a responsible and authorized person from the proposing firm. The outside of the sealed envelope must be marked with the Proposal Name, Proposal Number, and Opening Date and Time as instructed in the Proposal. Price Proposals should be submitted separately from Technical Proposals and be marked in the same manner.
2. Proposals will be opened publicly in the presence of the Finance Manager/designee, and one or more District Employees. Proposals and modifications will be date & time stamped upon receipt and held in a secure place until the established due date. The District reserves the right to accept or reject any or all proposals and the right, but not the obligation, to waive minor technicalities when it is in the best interest of the District. This PROPOSAL implies no obligation on the part of the buyer, nor does the buyer's silence imply acceptance or rejection of any proposal offer.
3. All proposal items are to be NEW and of most current production, unless otherwise specified.
4. Manufacturer's and/or Brand names and numbers used in these specifications are as a matter of convenience to indicate quality, type, and features desired. Full consideration will be given to alternate items proposed if specifications are equal to or greater than manufacturer and/or brand name specified. Where equipment/material varies from these specifications, the proposer shall clearly note the variances.
5. Inspection: Final inspection and acceptance of the product will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
6. Samples of items, when required, must be furnished free of expense prior to the opening of proposals. Unused samples may be claimed by the proposer at the proposer's expense within 90 days of the proposal opening.
7. All proposals include delivery cost: F.O.B. JCSD Central Receiving, 1490 W. Washington Street, Monticello FL 32344 unless otherwise specified.
8. Delivery Time may be a consideration in the award of the Proposal.
9. The District is exempt from paying Federal Excise, State, and Local Sales Taxes for most products/materials. The District will furnish necessary exemption certificates as required.
10. Discounts: Prompt payment discounts will not be considered in computing the proposal. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

11. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the District and are in addition to and do not limit any rights afforded to the District by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
12. The successful offeror shall comply with all Federal, State and Local Laws, Ordinances and Regulations pertaining to work under his charge and shall bear all expenses associated with such compliance. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
13. The Contractor will be responsible for obtaining all required insurance as listed in the Proposal and the Contract in the exact amounts as designated. A purchase order will not be approved, and products cannot be delivered until all insurance requirements have been met.
14. In the event the successful offeror fails to deliver as and when promised, the District reserves the right to cancel its contract and offeror agrees that the District may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.
15. If Contractor should for any reason go out of business, Contractor shall give the district at least thirty (30) days prior notice. In such an event the second-ranked offeror under the RFP may be offered the Contract for the remainder of the term.
16. If service delivered hereunder is covered by any patent, copyright, trademark or application thereof, the successful offeror will indemnify and hold harmless the District from any and all losses, costs, expenses, and legal fees on account of any claims or legal actions.
17. A five-percent preference will be given to offerors who properly claim and qualify for a Florida Resident Preference and/or Veteran Owned Business. Failure to claim the preference and to include a valid resident certificate number with the proposal shall disqualify the offeror from receiving the preference.
18. The District will not be responsible for any items purchased and/or service performed without a formal, approved, and printed purchase order and a contract signed by the authorized representative.
19. Award of the proposal will be on an item-by-item basis and/or all or none according to the actual Request for Proposal. Offerors shall provide the unit and total price for each individual item. In case of error in the extension of prices in the Proposal, the unit price will govern. The AWARD shall be made to the responsible offeror or offerors whose PROPOSAL is most advantageous and in the Best Interest of the District. The award will be contingent upon available funds. Multiple awards may be issued if in the Best Interest of the District.
20. Florida criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
21. PROTEST: Pursuant to section 120.57(3), Florida Statutes, a Notice of Intent to Protest or a Formal Written Protest must be filed with the District within the timeframes established in Florida Statutes. Filings may be made physically at 1490 W. Washington Street, Monticello, Florida 32344 or by email to [etricquet@jeffersonschools.net](mailto:etricquet@jeffersonschools.net) filings received on a weekend, holiday or after 5:00 PM will be considered filed the next business day. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.