



**WAN Head Ends**

Administration	951 Walnut Street, Evansville, IN
North High School	15331 Highway 41 North, Evansville, IN

**Sites to be connected**

BEN	Building Name	Address (all are in Evansville, IN)
16079170	Culver Family Learning Center	1301 Judson St.
53550	Glenwood Leadership Academy	901 Sweetser Ave.
53549	Lincoln School	635 Lincoln Ave.
16077997	Academy of Innovative Studies Diamond Campus	2319 Stringtown Road
16039069	Southern Indiana Career and Technical Center	1901 Lynch Road
53512	Cedar Hall Community School	2100 N. Fulton Ave
53531	Scott Elementary School	14940 Old State Road
53569	Stockwell Elementary School	2501 North Stockwell Road
53528	Delaware Elementary School	700 North Garvin Street
53530	Oak Hill Elementary	7700 Oak Hill Road
17011578	McCutchanville Elementary	10701 Petersburg Rd
53529	Evans School	2727 North Evans Avenue
53525	Vogel Elementary School	1500 Oak Hill Road
53533	Francis Joseph Reitz High School	350 Dreier Blvd
53537	Perry Heights Middle School	5800 Hogue Road
53543	Tekoppel Elementary School	111 Tekoppel Ave
53538	Daniel Wertz Elementary School	1701 South Red Bank Road
53544	Helfrich Park STEM Academy	2603 West Maryland Street
53535	West Terrace Elementary School	8000 West Terrace Drive
53517	Central High School	5400 First Avenue
53520	Stringtown Elementary School	4720 Stringtown Road
53519	Highland Elementary School	6701 Darmstadt Road
16063051	New Tech Institute	3103 First Avenue
53577	Cynthia Heights Elementary School	7225 Cynthiana Road
53515	Thompkins Middle School	1300 West Mill Road
53571	William Henry Harrison High School	211 Fielding Road
53566	McGary Middle School	1535 South Joyce Avenue
53574	Caze Elementary School	2013 South Green River Road
53560	Dexter Elementary School	917 South Dexter Avenue
53551	Hebron Elementary School	4400 Bellemeade Avenue
53572	Plaza Park International Prep Acad	7301 Lincoln Avenue
53557	Benjamin Bosse High School	1300 Washington Avenue
53553	Harper Elementary School	21 South Alvord Blvd
53564	Fairlawn Elementary School	2021 South Alvord Blvd
53563	Lodge Community School	2000 Lodge Avenue
53558	Washington Middle School	1801 Washington Avenue
16052153	Center for Family School & Community Partnerships	310 S.E. 8th Street
53523	North High School	15331 Highway 41 N
16068758	North Junior High School	15325 Highway 41 N

Your proposal should include pricing options for 2, 5, and 10 Gbps connections between each endpoint site and 10, 20, and 40 Gbps at the head-end sites. The proposal should allow for service level changes to be made to any location during the term of the contract.

The WAN infrastructure must be able to support extending multiple separate Layer 2 domains between North High School and the Administration Building.

Respondents should offer a fully managed, leased lit solution that delivers the bandwidth scalability and speed, and meets the uptime, latency, and jitter specifications outlined in this RFP. While the service requirements herein would commonly describe leased lit fiber, this request is technology neutral and the EVSC will consider any combination of transmission medium including fiber-only networks, fiber/non-fiber hybrid networks, or non-fiber networks such as cable, DSL, copper, satellite, or microwave.

The EVSC wishes to work with the selected vendor to establish an appropriate initial service tier for each building to maximize the cost effectiveness of these services to the EVSC. Sites to be connected should be priced separately (individually); the EVSC reserves the right to remove locations from this list prior to the commencement of the project at its discretion.

The EVSC seeks a [3]-year contract with up to [FIVE] optional voluntary one-year extensions, other terms will be considered. All cost proposals must reflect the LCP (Lowest Corresponding Price), GSA pricing, and any available governmental unit discounts including existing state purchasing agreements or contracts. Any proposal referencing an existing state purchasing agreement or contract must include that information in the proposal. Bid prices must be complete for the services proposed and shall include all associated costs, even if the amounts are estimates based upon current applicable taxes, surcharges, or fees. The EVSC requires that the selected vendor be willing to utilize the E-Rate SPI form of invoicing (discounted invoices).

The term for this contract shall begin on July 1, 2024. If the service acceptance date is after July 1, 2024, the contract term may be adjusted to expire with the end of the E-Rate funding year at the discretion of the EVSC.

Your response should describe the network topology being proposed, whether the circuits are dedicated end-to-end for the EVSC's use, and whether there are any mid-path electronics necessary to provision the circuits. You should fully detail the transmission medium proposed and describe all proposed handoffs, including whether you are handing off multiple connections at the head-end or a single, aggregated connection. The EVSC requests fiber handoffs. Please specify all Service Provider owned onsite equipment necessary to hand off service to the EVSC's LAN equipment. These circuits must be provisioned with an active, powered stand-alone network device on each end of the link. Simply terminating circuits into an optical interface module is not acceptable. The Service provider should provide this information in the form of a network WAN diagram.

Each respondent must provide a proposed Service Level Agreement (SLA) with their response. The proposed SLA must include a description of the services provided, how to access those services, and where applicable, describe how the end-to-end performance of these services will be measured (from each A location to the Z locations). At a minimum, the SLA should describe that the vendor will make all reasonable efforts to ensure 99.99% network availability of each circuit. Additionally, the SLA should provide frame/packet loss, network latency (less than 25ms expected) and network jitter commitments, and should address contention levels (none expected) and oversubscription levels (none expected). Each SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. The minimum commitment to be guaranteed is a two-hour diagnosis and a four-hour temporary or permanent repair. Respondents should describe monthly and annual service reports offered, showing peak usage, downtime, and impaired performance versus the SLA, for each link. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected Service Provider shall remediate any deficiencies at no cost to the EVSC.

If there are any separate installation or special construction costs necessary to provision service, the cost proposal must clearly describe those costs separately from monthly recurring costs and the service provider must be prepared to assist with any USAC review questions concerning those costs. We may request that the undiscounted portion of any upfront, nonrecurring costs be paid in installments as allowed by Section II.A.2. of FCC 14-189 (AKA the Second E-Rate Modernization Order). *However, please note that the EVSC prefers a fixed monthly recurring charge with no separate up-front installation or construction costs.*

### **Compliance with Specifications**

By submitting a proposal, the Service Provider certifies that it has read and agrees to the following terms and conditions. Failure to meet any requirement outlined herein is adequate cause to reject your proposal.

- The Service Provider has clearly listed any exceptions to any requirements or conditions set forth in this RFP with which it is unable or unwilling to comply and has included all relevant standard or additional contract terms and conditions with its proposal. Such exceptions, terms, and conditions must be set forth with specificity and may not be incorporated by reference.
- The Service Provider agrees that the final contract shall incorporate and not override any terms or conditions set forth in this RFP, minus any agreed-upon exceptions, and that the RFP will be incorporated into the final contract.
- The Service Provider agrees to follow and abide by the rules of the E-Rate program as promulgated by USAC and the FCC and certifies that it has not been suspended, debarred, or placed on Red Light Status within the prior three years. The Service Provider further agrees that any costs not funded by the E-rate Program due to Service Provider violations of Program rules will be the sole responsibility of the Service Provider.





**CHECKLIST**

- Proposal cover
- Description of Services
- Pricing
- Proposed Service Level Agreement
- References
- Vendor's E-Rate service provider identification number
- Bond check
- MBE/WBE form
- E-Verify affidavit
- Non-collusion affidavit
- Certification of insurance

**EVSC PROPOSAL COVER****WAN Services**

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AUTHORIZED SIGNATURE

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DATE

---

NAME & TITLE (PLEASE PRINT)

---

TELEPHONE

---

COMPANY NAME

---

EMAIL

---

ADDRESS (STREET)

---

CITY, STATE, ZIP





## **E-Verify Program**

The undersigned being duly sworn upon their oath, now says that I,

\_\_\_\_\_ (*name*), \_\_\_\_\_ (*title/position*)

at \_\_\_\_\_, (*Company*) do hereby state that

\_\_\_\_\_ (*Company*) does not knowingly employ unauthorized aliens and participates in the E-Verify Program (I.C. 22-5-1.7), when it hires new employees to confirm their work eligibility.

**I swear or affirm, under the penalties for perjury, that the foregoing statements are true.**

\_\_\_\_\_

Signature of Affiant

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Business Entity

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )

) ss:

\_\_\_\_\_ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Bidder (Firm)

\_\_\_\_\_  
Signature of Bidder or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

## Instructions to Bidders

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **LANGUAGE, WORDS USED INTERCHANGEABLY:** Throughout the Instructions to Bidders, the Standard Terms and Conditions, and the Scope of Work the following shall apply:
  - EVSC refers to the Evansville Vanderburgh School Corporation
  - BIDDER refers to the Company, firm, corporation, partnership, individual, vendor, etc. submitting an offer to sell its goods or services to the EVSC
  - The words QUOTATION, QUOTE, BID and PROPOSAL are all offers from a BIDDER but may represent different methods of obtaining price and other information from the BIDDER
  - Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
3. **NOTICE TO BIDDERS:** All proposals are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Request for Proposal, the specifications, and the EVSC General Contract Terms and Conditions. The EVSC objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the offerer's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the offerer agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
4. **BID PROPOSAL:** Failure to sign proposal section will render proposal invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated in the proposal section of this document, the offer shall be valid for 30 days from the date of proposal opening. Preference may be given to proposals allowing over 30 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **SPECIFICATIONS:** All proposals/bids/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the EVSC. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible. Deviations shall be explained in detail.  
**The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **PROCUREMENT STATEMENT OF NON-PREFERENCE:** It is the intent of the EVSC to procure a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of proposals/bidding/quoting procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, the EVSC invites and encourages all other qualified bidders to submit equivalent proposals/bids/quotes. The primary purpose is to ensure that no interested party is excluded or limited from the proposal/bidding/quoting process.
9. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this proposal, the order of precedence shall be (1) special terms and conditions specific to this proposal, (2) specifications, (3) EVSC Contract Terms and Conditions, and (4) Instructions to Bidders.
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each bidder must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Proposals, which do not comply with these requirements, will be subject to rejection.
11. **MANUFACTURER DATA:** If the requested item is a tangible or physical product, each Bidder shall submit the following data:
  - Name of Manufacturer, Model Number, and Supplier
  - A statement indicating whether the products are manufactured in the United States
  - A statement listing the nearest factory authorized parts & service facility. Local service facility is preferred
  - A statement that the proposed material/equipment conform to the specifications or a statement indicating the exceptions to the specifications
  - If appropriate, a statement indicating whether the material/equipment conform to recognized mandated standards including, but not limited to, OSHA requirements or ANSI Standards, for that type of material/equipment. Include Material Safety Data Sheets (MSDA) when appropriate.



18. **REFERENCES:** The EVSC reserves the right to require a list of users of the exact item offered. The EVSC may contact these users to determine the quality level of the offered product and acceptability of the proposal. Such information may be considered in the evaluation of the proposal.
19. **BIDDER/OFFEROR QUALIFICATIONS:** If requested, Bidders/Offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached specifications. Bidders must possess the necessary occupational license(s) to perform such work. Bidders shall provide proof of insurance as specified.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The EVSC invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and nonprofit work centers for the blind and severely disabled, in accordance with the policies and ordinances of the EVSC.
21. **ADVERSARIAL PARTIES:** Any party responding to a bid, quote, or Request for Proposal for any contract with the EVSC shall be required to disclose any current adversarial litigations, contract dispute, or other adversarial proceedings against the EVSC members. Any such disclosure of current adversarial litigation, contract dispute, or other adversarial proceedings against the EVSC shall be considered a factor in determining the qualification, responsiveness, and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the Law Department for investigation and recommendation prior to the award of any contract.
22. **BOND REQUIREMENTS:** A Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of \$1,000 shall accompany each proposal as a guarantee that all provisions of the specifications shall be met. Bid Bonds and Checks will be returned to the unsuccessful Bidder(s) after award of purchase by the EVSC, and to the successful Bidder(s) after the performance bond, if required, has been received and accepted. Bid Bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the Bid Bond. When specified, a Performance Bond in the amount of One Hundred percent (100%) of the total bid will be required of the successful bidder, prior to work beginning, as a guarantee that all provisions of the proposal, specifications and resulting contract, shall be met. The Performance Bond is to be posted with the awarding body within ten (10) business days after award. Failure to post said Bond may result in the immediate revocation of proposal award. In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the bidder to include the cost of the Performance Bond in the proposal. The EVSC or any of its participating members will not pay an additional amount at a later date.
23. **AWARD OF CONTRACT:** Proposals/Bids/Quotes shall be awarded to the lowest responsive and responsible bidder taking into consideration reliability, productivity, and cost of maintenance, quality, performance and time of delivery. As directed by precedent, qualified proposals will be evaluated and acceptance may be made of the lowest and best proposal most advantageous to the EVSC as determined upon consideration of such factors as:
- prices offered
  - the quality of the articles offered
  - the general reputation and performance capabilities of the bidder
  - the substantial conformity with the specifications and other conditions set forth in the proposal/bid/quote the suitability of the articles for the intended use
  - the related services needed
  - the date or dates of delivery and performance
  - other factors deemed by the EVSC to be pertinent or peculiar to the purchase in question
- Unless otherwise specified by the EVSC or the bidder, the EVSC reserves the right to accept any item or group of items on a multi-item proposal. In addition, on TERM CONTRACTS, the EVSC reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the EVSC to be pertinent or peculiar to the purchase in question.
24. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the EVSC considers keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by Indiana law.
25. **TAXES:**
- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the Indiana Department of Revenue.
26. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following the date of the proposal opening. Otherwise, the samples will become the property of the EVSC. Each individual sample must be labeled with the

bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

27. **PROTEST PROCEDURES:** When an Offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Manager of Purchasing and Procurement of the Evansville Vanderburgh School Corporation. This request must be received within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bidders may call the purchasing official listed on the first page of this document to obtain a verbal status of contract award. If the Manager of Purchasing and Procurement can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar days of the receipt of the protest letter. If not, the Manager of Purchasing and Procurement will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. The Manager of Purchasing and Procurement will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the protest meeting. All decisions of the Manager of Purchasing and Procurement shall be the final administrative review.
28. **E-VERIFY PROGRAM:** Pursuant to Indiana Code 22-5-1.7-11(b)(2) the Contractor shall provide documentation that it is enrolled and is participating in the E-Verify program. The Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation email received from E-Verify that the Contractor has successfully enrolled in E-Verify.

## EVSC Standard Terms and Conditions

1. **ACCEPTANCE:** The Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or the Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or the Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by the Seller and The Evansville Vanderburgh School Corporation (EVSC) that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Seller and the EVSC with respect to the purchase by the EVSC of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the EVSC shall control. This Order constitutes an offer by the EVSC and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in the Seller's proposal, acknowledgment, and invoice or in any other communication from the Seller to the EVSC shall be deemed accepted by or binding on the EVSC. The EVSC hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the EVSC's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the EVSC are subject to correction.
2. **QUANTITIES:** Shipments must equal exact amounts ordered unless otherwise agreed in writing by the EVSC. The award of this contract neither implies nor guarantees any minimum or maximum purchases.
3. **PRICES:** If the Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, the Seller agrees to give the EVSC the benefit of such lower price on any such Goods or Services. In no event shall the Seller's price be higher than the price last quoted or last charged to the EVSC unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **PRICE ADJUSTMENTS:** Any price changes decrease or increase, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the Seller to other customers.
  - a. **Notification:** Must be given to the EVSC in writing 90 days prior concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b. **Decreases:** The EVSC shall receive a full proportionate benefit immediately at any time during the contract period.
  - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for an increase may be submitted with the EVSC reserving the right to accept or reject the increase or cancel the Contract. Such action by the EVSC shall occur no later than 15 days after the receipt by the EVSC of a properly documented request for a price increase. Any increases accepted shall become effective no later than 30 days after the expiration of the original 15 days reserved to evaluate the request for the increase.
5. **INVOICES:** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Invoices shall be sent to the EVSC's member accounts payable department.



occurrence. Worker's Compensation and Employers' Liability Insurance -If applicable to the Seller, the Seller shall meet the statutory requirements of the State of Indiana for worker's compensation coverage and employers' liability insurance.

- The Seller shall also provide any other insurance or bonding specifically recommended in writing by the EVSC or required by applicable law.

Satisfactory proof of coverage must be from a reliable company licensed to do business in the State of Indiana and furnished by the Seller to the EVSC before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner and the Evansville Vanderburgh School Corporation. Certificates of such insurance shall contain the provision that the EVSC is given 30 days' written notice of any intent to amend or terminate by either the Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

17. **TERMINATION FOR CONVENIENCE:** In addition to all of the other rights, the EVSC may have to cancel this Order, and the EVSC shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing a 30 days' notice in writing from the EVSC to the Seller. If the Contract is terminated by the EVSC in accordance with this paragraph, the Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. The EVSC will not be liable to the Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.
18. **TERMINATION FOR DEFAULT:** The EVSC may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Seller. In addition to any other remedies available to the EVSC law or equity, the EVSC may procure upon such terms as the EVSC shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case the Seller shall be liable to the EVSC for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
19. **WITHHOLDING PAYMENT:** In the event, a contract is canceled under any provision herein, the EVSC may withhold from the successful vendor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.
20. **CONTRACT FUNDING:** It is understood and agreed between the Seller and the EVSC that the EVSC's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the EVSC for any payment may arise until funds are made available to the EVSC's Manager of Purchasing and Procurement until the Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. The EVSC shall not be liable to the Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
21. **ACCOUNTING PROCEDURES:** The Seller shall comply with any accounting and fiscal management procedures prescribed by the EVSC to apply to the Contract. The Seller shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
22. **IMPROPER PAYMENTS:** The Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. The Seller shall refund to the EVSC any payment made pursuant to the Contract if it is subsequently determined by an audit that such payment was improper under any applicable law, regulation or procedure. The Seller shall make such refunds within 30 days after the EVSC notifies the Seller in writing that a payment has been determined to be improper.
23. **CONTRACT TRANSFER:** The Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the EVSC.
24. **CONTRACT PERSONNEL:** The Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
25. **KEY PERSONNEL:** The Seller shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from the EVSC's Purchasing Agent. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller. The "EVSC Purchasing Agent" is the individual at the EVSC responsible for administering the Contract.
26. **CONTRACT MODIFICATIONS:** The Contract may be amended only by written amendment duly executed by both the EVSC and the Seller. However, minor modifications may be made by the EVSC Purchasing Agent that take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of the Seller's performance; (b) do not increase the Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the EVSC without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and the Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
27. **RELATIONSHIP OF PARTIES:** The Seller is an independent contractor and not an employee of the EVSC. The conduct and control of the work will lie solely with the Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Seller and the EVSC. Employees of the Seller shall remain subject to the exclusive control and supervision of the Seller, which is solely responsible for their compensation.



28. **ADVERTISEMENT:** The Contract will not be used in connection with any advertising by the Seller without prior written approval by the EVSC.
29. **NONDISCRIMINATION:** During the performance of the Contract, the Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
30. **EQUAL EMPLOYMENT OPPORTUNITY:** The Equal Employment Opportunity Statement included herein is a condition of the proposal. The successful bidder must comply with the equal employment opportunity condition in the execution of the contract.
31. **CONFLICT OF INTEREST:** The Seller represents and warrants that no member of the EVSC or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. The Seller shall not permit any member of the EVSC or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. The Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
32. **GRATUITIES TO THE EVSC:** The right of the Seller to proceed may be terminated by written notice if the EVSC determines that the Seller, its agent or another representative, offered or gave a gratuity to an official or employee of the EVSC in violation of policies of the EVSC.
33. **KICKBACK TO THE SELLER:** The Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a the EVSC Contract or in connection with a subcontract relating to the EVSC Contract. When the Seller has grounds to believe that a violation of this clause may have occurred, the Seller shall promptly report to the EVSC in writing the possible violation.
34. **MONITORING AND EVALUATION:** The Seller shall cooperate with the EVSC, or with any other person or agency as directed by the EVSC, in monitoring, inspecting, auditing or investigating activities related to the Contract. The Seller shall permit the EVSC to evaluate all activities conducted under the Contract. The EVSC has the right at its sole discretion to require that the Seller remove any employee of the Seller from the EVSC property and from performing services under the Contract following provision of notice to the Seller of the reasons for the EVSC's dissatisfaction with the services of the Seller's employee.
35. **FINANCIAL RESPONSIBILITY:** The Seller is financially solvent and able to perform under the Contract. If requested by the EVSC, the Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the EVSC. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, the inability of the Seller to meet its debts as they become due or in the event of the appointment, with or without the Seller's consent, of an assignee for the benefit of creditors or of a receiver, then the EVSC shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
36. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The EVSC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
37. **INSPECTION AT THE SELLER'S SITE:** The EVSC reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for the EVSC determination that such equipment/item, plant or other facilities conform to the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
38. **CONFIDENTIAL INFORMATION:** *Student Information.* If during the course of the Seller's performance of the Contract, the Seller should obtain any information pertaining to the students' official records, the Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.  
*Employee Personnel Information.* If during the course of the Seller's performance of the Contract, the Seller should obtain any information pertaining to employees of the EVSC's personnel records, the Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. Other Confidential Information. (a) The Seller agrees that it will at all times hold in confidence for the EVSC all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the EVSC to the Seller in connection herewith or procured, developed, produced, manufactured or fabricated by the Seller in connection herewith or procured, developed, produced, manufactured or fabricated by the Seller in connection with the Seller's performance hereunder (collectively, "Information"). The Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Seller shall not, without the prior written consent of the EVSC, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Seller hereunder. (b) Any technical knowledge or information of the Seller which the Seller shall have disclosed or may hereafter disclose to the EVSC in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the EVSC, be deemed to be confidential or proprietary information and shall be acquired by the EVSC free from any restrictions as part of the consideration of the Contract.
39. **INTELLECTUAL PROPERTY:** The Seller agrees, at its own expense, to indemnify, defend and save the EVSC harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the EVSC's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

40. **NO PRE-JUDGEMENT OR POST-JUDGEMENT INTEREST:** In the event of any action by the Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Seller specifically waives any claim for interest.
41. **BACKGROUND CHECKS:** At the request of the EVSC's Project Coordinator, the Seller (if an individual) or any individual employees of the Seller shall submit to the EVSC criminal background check and drug testing procedures.
42. **MEDIATION:** If a dispute arises out of or relates to the Contract or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
43. **NO THIRD PARTY BENEFITS:** The Contract shall not be considered by the Seller to create any benefits on behalf of any third party. The Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
44. **FORCE MAJEURE:** If the EVSC is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by the EVSC or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the EVSC.
45. **OWNERSHIP OF DOCUMENTS:** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by the EVSC. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by the Seller pursuant to the Contract shall, at the request of the EVSC, be turned over to the EVSC. Any technical knowledge or information of the Seller which the Seller shall have disclosed or may hereafter disclose to the EVSC shall not, unless otherwise specifically agreed upon in writing by the EVSC, be deemed to be confidential or proprietary information and shall be acquired by the EVSC free from any restrictions as part of the consideration of the Contract.
46. **STRICT COMPLIANCE:** The EVSC may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
47. **GENERAL PROVISIONS:** The EVSC's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If the action is instituted by the Seller hereunder, the EVSC shall be entitled to recover costs and reasonable attorney's fees. The Seller may not assign, pledge, or in any manner encumber the Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without the EVSC's prior, express written consent.
48. **CONTRACT SITES:** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, will be determined in Evansville, Indiana. Indiana law will govern the interpretation and construction of the Contract.
49. **CHOICE OF LAW AND VENUE:** Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.