



**Evansville Vanderburgh School Corporation**

EVSC Administration Building  
951 Walnut Street  
Evansville, Indiana 47713

**REQUEST FOR PROPOSALS**

**Network Firewall**

**Due January 24, 2024**

**NOTICE TO SUBMITTERS**

The Evansville Vanderburgh School Corporation is accepting sealed proposals for the purchase of network firewall equipment. Sealed proposals will be publicly opened at **1:30 pm CST on January 24, 2024** at the Technology and Innovation Center, 951 Walnut Street.

Vendors wishing to deliver proposals prior to the public meeting should deliver those sealed proposals by **1:15 pm CST on Wednesday, January 24th, 2024** to the **EVSC Office of Technology, 951 Walnut Street, Evansville, IN 47713**.

Vendors wishing to bid must attend a mandatory pre-bid meeting at 8:00 am CST on January 3rd, 2024 at the Technology and Innovation Center, 951 Walnut Street. Failure to attend this meeting will disqualify the vendor from consideration. Any RFP questions must be asked at this meeting. If the district is closed due to weather, the pre-bid meeting will take place on Friday, January 5th, 2024.

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through fair and competitive negotiations for network firewall equipment and services. The goods and services requested in these documents are part of the E-Rate filings for Funding Year 2024.

Bid document can be found at the USAC Website [www.universalservice.org](http://www.universalservice.org) FCC Form 470 #240007010

- The vendor must provide their E-Rate Service Provider Identification Number (SPIN) number on their proposal in order to be eligible for consideration.
- The vendor must agree to comply with rules and regulations of USAC. Vendors must be familiar with billing methods and timelines associated with USAC.
- No proposal can be submitted that includes equipment or components for equipment from companies deemed to provide a national security risk as defined by FCC Order 19-121.
- Bids and awards related to this RFP are subject to receiving approval for funding through the E-Rate process. In the event projects are not funded, EVSC reserves the right to modify the scope of the project or cancel the project.
- The winning vendor must complete the necessary FCC Form 471 templates required for each school.

It shall be the bidder's responsibility to read this entire document (terms and condition, instructions), review and fully complete all enclosures, documents and attachments, and comply with all requirements specified herein. Not doing so could result in a reduction of points or the bidder's proposal being designated as unresponsive. If you have any questions about any section(s), language, or if any meaning is unclear, please email [erate@evsck12.com](mailto:erate@evsck12.com)

At the public opening, only the names of the companies responding will be disclosed to avoid disclosure of contents to competing vendors during the process of negotiation (IC 5-22-9-4). An evaluation team will evaluate proposals on a variety of qualitative criteria, including price and adequacy of the responses to this RFP, satisfactory previous business/working relationship, and knowledge of current network environment. The proposal selected shall provide the most cost-effective approach that meets the stated requirements. The lowest price proposal will not necessarily be selected.

Evaluations of the proposals are expected to be completed within 30 days after the receipt. The EVSC reserves the right to a) reject any or all proposals, or to make no award, b) require modifications to initial proposals or c) to make partial or multiple awards. The EVSC reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the agency.

The EVSC may award based on initial proposals received, without discussion of such proposals. However, the EVSC reserves the right to conduct discussions with responsible vendors, who submit responses determined to be reasonably susceptible of being selected for award. Selected vendors may be invited to make oral presentations to the evaluation team.

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

**SECURITY - Vendors are required to submit a Bid Security within their proposal.**

As evidence of financial responsibility, all responses to this RFP require a bid bond or certified check in an amount of \$1,000 to the EVSC. All bids not accompanied by bid bonds or certified checks payable to the Evansville Vanderburgh School Corporation could be rejected as non-responsive. All bid bonds will be returned once a contract is awarded and signed.

***Vendors may be required to submit a Performance Bond during contract negotiations.***

When the EVSC enters into final contract negotiations with a Vendor or Vendors, EVSC may require Vendor(s) to provide a performance bond up to 100% of the projected annual amount, which may be used to satisfy any direct damages to the EVSC resulting from Vendor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract, and all subsequent years should the right to an extension be exercised.

**BIDDER CHECKLIST**

- ☐ Bid Bond check
- ☐ MBE/WBE participation form
- ☐ E-Verify affidavit
- ☐ Non-collusion affidavit
- ☐ Proposal Response (all “Requirements” listed)
- ☐ Certificate of Insurance

**PROPOSAL COVER**  
**Network Firewall**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME & TITLE (PLEASE PRINT)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**ADDRESS (STREET)**

\_\_\_\_\_  
**CITY, STATE, ZIP**

**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: \_\_\_\_\_

## **Specifications for Network Equipment and Services**

It is the intent of this Request for Proposal (RFP) to provide bidders with sufficient information to provide an E-rate eligible firewall and necessary equipment. Vendors may submit alternative equipment if the equipment is an equivalent make and model and serves a similar functionality. The Evansville Vanderburgh School Corporation reserves the right to adjust quantities prior to purchasing to meet the needs of the corporation. This purchase will be contingent upon the approval of E-rate funding. Please use the provided form layout to present pricing.

### **Proposal Form Layout**

**School:**

<b>Item</b>	<b>Part Number</b>	<b>Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>	<b>Percent E-rate Eligible</b>
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### **REFERENCES**

The vendor must include a list of at least three (3) clients for whom the vendor has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. In addition, a brief description of services rendered for the reference should be included.

### **EVALUATION CRITERIA**

<b>Criteria</b>	<b>Weight</b>
Cost	40%
Meets Technical Specifications	39%
Local Support	11%
References from three other schools/libraries supporting satisfactory performance of the service from the vendor	10%

## Proposal Details

The district is requesting pricing on a new firewall to be installed and configured. The district is soliciting bids under a separate RFP for an internet access service at North High School of either 10 Gbps or 40 Gbps. Once the district has determined the bandwidth of the service to this site, they will evaluate either the 10 GB firewall or the 40 GB firewall bids to support the internet bandwidth selected. The vendor will work under the supervision and guidance of the EVSC Director of Technology Support and Network Specialists. The firewall will be installed at North High School in an existing rack, supporting the new internet access but must also coordinate and co-exist with the current FortiGate Firewall implementation at the Technology and Innovation Center.

As part of this project, vendors must be capable of providing the following:

### OPTION A: 10GB

- Installation and configuration of dual Fortinet FortiGate FG-601F firewalls for our 2nd internet head-end
- Minimum 4x 25G SFP28 slots, 4 x 10GE SFP+ slots, 18 x GE RJ45 ports (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, SPU NP7 and CP9 hardware accelerated, 480GB onboard SSD storage, dual AC power supplies
- 10.5 Gbps of threat protection, 9 Gbps SSL Inspection, 32 Gbps of Application Control

### OPTION A: 40GB

- Installation and configuration of dual Fortinet FortiGate FG-3201F firewalls for our 2nd internet head-end
- Minimum 4x 400GE QSFP-DD, 12x 50GE SFP56, 4x 25GE SFP28, 2x 10GE RJ45 SPU NP7 and CP9 hardware accelerated, 2x 1TB onboard SSD storage, dual AC power supplies
- 45 Gbps of threat protection, 29 Gbps SSL Inspection, 109 Gbps of Application Control
- 2 x Layer 2/3 switch with 48 x GE/10GE SFP/SFP+ slots and 2 x 40GE QSFP+, 4x 100GE QSFP28 Dual AC power supplies
- 6 x 40 GE QSFP+ passive direct attach cable, 5m for systems with QSFP+/QSFP28 slots.
- 2 x 40GE QSFP+ transceivers, long range
- 2 x 100 GE QSFP28 transceivers, long range

### For Both OPTIONS

- New solution must be able to be added to FortiAnalyzer
- Additional cabling as needed.
- Reorganization of patch cables, fiber, and labeling as needed.
- Updating of the configuration to co-exist with current Fortinet Firewall.
- The vendor MUST provide E-rate eligibility percentage for each item proposed.
- For any brand of equipment submitted other than listed above, the vendor is asked to provide documentation proving that the proposed brand is the functional equivalent.
- All best practices shall be observed during the project.
- A thorough documentation and knowledge transfer will occur to complete the project between the EVSC team and the winning bidder.

To increase business opportunities for minorities and women in our community and to promote diversity and equal opportunity in our business relationships, the EVSC encourages all bidding parties hereto to allow certified Minority-owned Business Enterprises (“MBE”) and Woman-owned Business Enterprises (“WBE”) to participate in this supply/ delivery/procurement and/or other vendor opportunity with the EVSC. Please fully complete and sign M/WBE participation form.

**STATEMENT OF PROPOSED M/WBE PARTICIPATION**  
**(FORM A)**

Bid Package For \_\_\_\_\_.

Will Bidder’s firm be supplying all the products/services to be purchased? Yes \_\_\_\_ No \_\_\_\_.

OR In the case of a construction project will Bidder be doing all of the work with its own forces?

Yes \_\_\_\_ No \_\_\_\_ If no, what percentage of work will Bidder self-perform \_\_\_\_\_?

Is Bidder certified as a Minority/Women Business Enterprise (M/WBE)? Yes \_\_\_\_ No \_\_\_\_ If yes, which  
MBE \_\_\_\_ WBE \_\_\_\_

List below all proposed M/WBE Subcontractors and Suppliers to be used for the work. Total dollar amount and percentage must equal that on the Bid form. Clearly indicate in the Scope of Work column if the M/WBE will be a supplier only. Also, if M/WBE will contract with a Subcontractor or Bidder and not directly with the Bidder, indicate “Subcontractor” of or similar statement in the Scope of Work column. Use additional sheets if necessary.

M/WBE Company	MBE or WBE	%of Bid	Dollar Amount	Scope of Work or	Base Bid Amount

Bidder’s Company Name \_\_\_\_\_

Name & Title (Print) \_\_\_\_\_

Signature (of Corporate Officer) \_\_\_\_\_

Date \_\_\_\_\_

Total Dollar Amount \$ \_\_\_\_\_

Total MBE Participation \$ \_\_\_\_\_

Total WBE Participation \$ \_\_\_\_\_



**Affidavit**  
**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

## 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 conforms 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.

12. **RECYCLING AND SOURCE REDUCTION:** It is considered sound purchasing practice to encourage and promote the purchase of products with recycled content to extend economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchaser at the EVSC those products or packaging they offer which have recycled content and that are recycled.

13. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed at the pre-bid meeting. Do not contact the EVSC participating members directly. Any and all revisions to this document shall be made only by written addendum from the EVSC. The offerer is cautioned that the requirements of this bid can be altered only by a written addendum and that verbal communications from whatever source are of no effect.

14. **PROPOSAL/BID/QUOTE SUBMITTAL: Include price in written proposals.**

**All proposals must be received on or before the time and date indicated in the Notice to Bidders.** Late proposals will not be considered and will be returned, unopened, to the bidder. The responsibility for submitting proposals to the EVSC is solely that of the bidder. The EVSC will not be responsible for delays in mail delivery or delays caused by any other occurrence. **Late proposals/bids/quotes will not be accepted.**

The Bidder shall submit their proposal(s) on the attached PROPOSAL FORM LAYOUT, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders shall be sufficient reason for invalidation of the proposal.

Proposals must be submitted on either the Bid Offer and Proposal Form or SBOA Form 96 which must be properly signed, dated and notarized to be accepted.

Bidders are required to provide all requested information. Proposal submittals should be submitted in a sealed envelope showing the bidder's name, business address, bid title, date and time of opening on the front of the envelope. The only information provided inside this envelope will be considered unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposal may result in the rejection of your proposal.

Proposal modifications are not allowed. Complete withdrawal or complete exchange of proposal is acceptable if done before scheduled bid opening.

All proposals/bids/quotes must be signed by an authorized official of the firm. Proposals/bids/quotes may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any exceptions or irregularities of any kind.

15. **PROOF OF INSURANCE:** Bidder, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, insurance to cover all risk which shall arise directly or indirectly from Bidder's obligations and activities. Satisfactory proof of coverage must be from a reliable company licensed to do business in the State of Indiana, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner and listing the Evansville Vanderburgh School Corporation as insured. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for a cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

16. **PUBLIC OPENING PROCEDURES:** The purpose of a public proposal opening is for a reading of proposals/bids/quotes received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated. Only the following information will be given: Request for Bid the Vendor name and total price, except when the award is made on a unit price basis / grand total for all or none items and for a Request for Proposal the Vendor name and address will be stated.

Proposals or related documents may not be reviewed at the proposal opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing personnel and any Vendor during or after the proposal opening until the evaluation of proposals has been completed and a recommendation for the award has been made.

A copy of the proposal tabulation will be available for review upon completion of the recommended award. Vendors who wish to review or request copies of proposals may do so by contacting the Purchasing Department. A copy fee will be charged for copies.

17. **ACCEPTANCE AND REJECTION:** The EVSC reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the bidder, to accept any item in the proposal that is in the best interest of the EVSC. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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.
6. **FREIGHT ON BOARD:** All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder. All deliveries will be made to the EVSC properties. However, the EVSC reserves the right to alter delivery location to other facilities inside Vanderburgh County.
7. **TAXES:** Any applicable taxes shall be invoiced as a separate item. Do not include taxes in proposal figures. The EVSC and its members are exempt from state and federal taxes. An exemption certificate will be provided upon request.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

10. **DELAYS IN SHIPMENT:** Time and date of delivery are of the essence, except when a delay is due to causes beyond the Seller's reasonable control and without the Seller's fault or negligence.
11. **RISK OF LOSS:** The Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by the EVSC or its nominee.
12. **REJECTION:** All Goods and Services shall be received subject to the EVSC's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at the Seller's expense or may be accepted at an appropriate reduction in price. The EVSC may require the Seller to promptly replace or correct any rejected Goods or Services and, if the Seller fails to promptly replace or correct such Goods or Services, the EVSC may contract with a third party to replace such Goods and Services and charge the Seller the additional cost.
13. **COMPLIANCE WITH ALL LAWS:** The Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders applicable to the bidding and performance of the contract(s).
14. **WARRANTIES:** The Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the EVSC of the Goods and Services and shall run to the EVSC and any user of the Goods or Services. This express warranty is in addition to the Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, including but not limited to consequential and incidental damages.
15. **INDEMNIFICATION:** The Seller shall indemnify and hold harmless the EVSC, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, The Seller shall indemnify and save harmless the EVSC, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event the Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the EVSC in the performance of the Contract Documents, the Seller agrees that it will indemnify and hold harmless the EVSC, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
16. **INSURANCE:** Unless such insurance requirements are waived or modified by the EVSC, the Seller certifies that it currently has and agrees to purchase and maintain during its performance under the contract the following insurance from one or more insurance companies acceptable to the EVSC and authorized to do business in the State of Indiana. In the absence of regulations, the amount of coverage shall be as follows:
  - **Commercial General Liability** – The Seller shall maintain commercial general liability insurance that shall protect the Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/\$1,000,000 annual aggregate.
  - **Products & Completed Operations Aggregate**- The Seller shall maintain a coverage limit not less than \$1,000,000
  - **Personal & Advertising Injury**- The Seller shall maintain a coverage limit not less than \$1,000,000
  - **Fire Damage (Any one fire)**- The Seller shall maintain a coverage limit not less than \$50,000
  - **Medical Expense (Any one person)** – The Seller shall maintain a coverage limit not less than \$5,000
  - **Automobile** – The Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each 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 Purchasing Agent 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 unfiled 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.