

**1. Incorporation by Reference and Acceptance.** Episcopal Children's Services ("ECS") and the undersigned ("Vendor") hereby incorporate this Addendum - General Terms & Conditions ("Addendum") into the agreement between ECS and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control. Contractor's submission of bid or acceptance of contract shall constitute Contractor's agreement to the terms and conditions set forth within the entirety of this contract and its addendum of general terms and conditions.

**2. Purchase Order and Stipulations.** ECS requires that a contractor have a purchase order, or a purchase order number issued by a representative of the ECS team that will specify the manner, location, etc. specified per the contract before shipping any merchandise. The purchase order number must be shown on all invoices. The purchase order shall contain shipping instructions, including shipping destination, required acceptance date, and acceptable delivery times.

**3. Contract Deliverables.** ECS requires that a contractor divides the contract into quantifiable, measurable, and verifiable units of deliverables. Each deliverable must be related to the scope of work and specify a performance measure. Deliverables must be received and accepted by the contract manager before payment.

**4. Payment Terms.** Invoices on properly accepted goods or services submitted with sufficient details will generally be paid within 30 days of receipt of the invoice or after receipt of the goods/services, whichever happens last. Vendor must submit a W-9 prior to receipt of first payment to accurately verify the Vendor's information regarding their entity type, federal tax classification, and Taxpayer ID Number (TIN). "Properly accepted" means receipt, inspection, and approval of the goods or services. In the case of a bona fide dispute, payment will be authorized only for the amount not disputed. Payment for goods delivered does not constitute acceptance those goods. ECS reserves the right to inspect and test such goods and to reject, and return to Contractor, at Contractor's expense, goods (a) delivered more than the quantity defined on the contract, (b) which do not conform to specifications, (c) which in any way violate any federal, state, or local law, or (d) which are in any way defective. Defective or rejected goods shall not be replaced except upon the receipt by the contractor of written instructions from ECS. If ECS receives goods with a defect or nonconformity which are not apparent upon examination, ECS reserves the right to require replacement, as well as payment of damages upon discovery of the defect or non-conformity. Nothing contained in the contract shall relieve in any way the Contractor from the obligation of testing, inspection, and quality control. The Contractor shall submit the final invoice for payment to ECS no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by ECS, all rights to payment are forfeited and ECS will not honor any requests submitted after the above 45-day period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by ECS. ECS shall not be obligated to pay for costs incurred related to the contract prior to its effective date or after the ending date specified. The Contractor shall return to ECS any overpayments disbursed to the Contractor or by ECS due to unearned funds or funds disallowed pursuant to the terms of the contract. In the event the Contractor, ECS or an independent auditor discover an overpayment was received, the Contractor shall repay said overpayment within forty calendar days or be subject to interest charges on the unpaid balance. Invoices should be submitted directly to Episcopal Children's Services, 8649 Baypine Road, Ste. 300, Bldg. 7, Jacksonville, FL 32256 or emailed to [ap@ecs4kids.org](mailto:ap@ecs4kids.org).

**5. Contract Renewal Terms.** The contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer, provided that the renewal price was in the original proposal and contingent upon satisfactory performance. Renewals are subject to the availability of funds.

**6. Financial Consequences.** If the contractor fails to perform in accordance with the contract and agreed upon timeline, ECS reserves the right to cancel the contract with no further financial obligations to the contractor.

**7. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the federal or state Convicted or Ineligible Vendor List (see federal E.O.s 12549 and 12689 and Florida statutes § 287.133 and § 287.134, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

**8. Confidentiality.** Vendor acknowledges that all documents, materials, and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are and shall always remain proprietary and the sole property of ECS. Vendor shall not disclose Information to third parties unless it obtains ECS' prior written consent. All Information shall be stored in the United States or other jurisdictions approved by ECS in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of ECS. Vendor acknowledges and agrees that it is responsible for the security of all Information in its possession. Vendor represents and warrants that for the life of the Agreement and/or while Vendor is involved with Information, the software and services used for processing the Information shall be compliant with current regulatory standards. Vendor shall, upon written request, furnish proof of compliance within ten (10) business days of the request. Vendor will inform ECS's designated Information Security Officer within 24 hours if it has knowledge of, or can expect that, a security breach of Information has occurred. Vendor shall provide appropriate level of detail regarding the breach including, but not limited to, start and end dates, system(s) impacted, estimated number of users impacted, and remediation plans and timeline. Vendor, upon termination of the Agreement, it shall erase, destroy, and render unreadable all ECS data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of ECS, whichever shall come first.

**9. Records.** Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. ECS or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor. The Contractor shall retain such records for five (5) years after the expiration date of the contract. ECS is subject to Chapter 119 of Florida Statutes, the Florida Public Records Law. The Agreement, this Addendum, and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. ECS may respond to public records requests without providing Vendor any notice. ECS may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. Additionally, Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement. If vendor has questions regarding the applicability of Chapter 119 to vendor's duty to provide public records, vendor may contact the custodian of public records at (904)726-1500, or by mail at 8649 Baypine Road, Ste. 300, Bldg. 7, Jacksonville, FL 32256.

**10. Indemnification.** To the extent permitted by Florida and Federal law, the Contractor agrees to indemnify, defend, and hold ECS, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and

attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the contract.

11. **Compliance.** In its performance, Vendor shall, at its own expense, always in the term:

**a. Permits:** have all applicable permits, licenses, consents, and approvals necessary;

**b. General:** comply with all applicable federal, state, local and ECS rules and regulations, and all other governmental requirements;

**c. Privacy:** comply with all applicable state and federal laws and ECS policies and procedures governing the use and/or safe keeping of confidential, highly sensitive, and/or personally identifiable or protected information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Pro Children Act, and the Trafficking Victims Protection Act of 2000. Vendor shall obtain, in advance, all necessary permissions and consents required regarding its collection and/or receipt of any such information. If ECS will share with or provide access to Vendor of any protected identifiable information ("PII"), as may be defined by state or federal law, ECS and Vendor may enter into a separate business associate agreement which will govern the use of the PII (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor;

**d. Federal Funds.** If ECS has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in twelve (12). **Additional Regulation** below, detailed by Non-Construction/All and Construction-Repair specific projects; and

**e. E-Verify.** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract. ECS may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

**f. Toxic Substances.** If this contract involves the shipping of any item designated as a toxic substance, such shipment must be accompanied by a Material Safety Data Sheet (MSDS).

**g. Whistleblower.** The Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Whistleblower's Hotline number at 1-800-543-5353.

**h. Background Checks.** Due to the nature of the services provided by ECS, Contractor and its employees, agents, representative and subcontractors **may** be required to provide fingerprints and be subject to such background checks depending on the services to be performed. The Contractor shall bear the cost of the background check(s). ECS may require the Contractor to exclude selected Contractor's employees, agents, representatives, or subcontractors based on the background check results.

**i. Child Abuse.** Any employee of the Contractor shall immediately report any knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child's welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE).

**j. Fraud.** The Contractor shall report to ECS's Procurement Manager within 24 hours, all suspected or known instances of Contractor's operational fraud or criminal activities relating to the contract.

**k. Subpoena.** The Contractor shall notify ECS if any data related to the contract is subpoenaed or used, copied, or removed from the Contractor's possession by any individual not authorized by ECS to use, copy, or remove such data. The Contractor shall provide notice to ECS verbally within 24 hours and in writing within 72 hours. The Contractor shall cooperate with ECS in taking all steps which ECS deems advisable to prevent misuse, regain possession of, and/or otherwise protect ECS's and the data subject's privacy.

## **12. General Provisions.**

**a. Warranties and Performance.** Vendor, at a minimum, warrants that the goods and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement. If ECS determines that the performance of the Contractor is unsatisfactory, ECS will notify the Contractor of the deficiency to be corrected. The Contractor shall provide ECS with a corrective action plan describing how the Contractor will address all issues of contract non-compliance. Correction(s) is to be made within a timeframe specified by ECS. If the Contractor fails to meet and comply with the deliverables established in this contract, ECS will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received. ECS, at its sole discretion, may offer the Contractor an extension for any listed task, timeline, or deliverable during which the indicated financial consequences shall not apply. Any payment made in reliance on the Contractor's evidence of performance, which is subsequently determined to be erroneous, will be immediately due to the ECS as an overpayment.

**b. Intellectual Property.** ECS reserves property rights to any intellectual property related to the contract, whether the contract is fulfilled, or the contractor fails to provide services. Additionally, if state funding is used, the state also reserves the right to any intellectual property related to the contract.

**c. Publicity.** Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use ECS' name, trademarks, logos, or marks, without the prior written approval from ECS' Public Relations department in each instance.

**d. Insurance.** Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and name ECS as additional insured and be primary and non-contributory on Vendor's policies (except for workers' compensation & professional liability). All policies shall be in a form and with deductible limits satisfactory to ECS, with insurance companies reasonably approved by ECS and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with ECS prior to the date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving ECS thirty (30) days' written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to ECS as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives all rights of subrogation against ECS for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance

carried by Vendor. Vendor shall provide copies of any insurance policies upon request by ECS. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting (“Tail”) coverage for a minimum of three (3) years following the expiration or termination of the Agreement.

**e. Third Parties.** ECS is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.

**f. Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Duval County, Florida.

**g. Travel Expenses.** If ECS is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and ECS Travel Policy. ECS reserves the right not to pay travel expenses unless ECS approves such expenses in advance, in writing. ECS has the right to make travel arrangements for Vendor.

**h. Lobbying.** Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**i. Conflicts.** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with ECS unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer, and approved in accordance with applicable agency policies or rules. Violation of this section shall be grounds for termination of the Agreement.

**j. Termination.** Upon giving at least thirty (30) days’ written notice to Vendor, ECS may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. ECS shall not be liable for any late fees or early termination charges related to invoice or contract disputes. A reconciliation of point-in-time fees due shall be performed to assess any over or under payment, and the responsible party will be obligated to reimburse the other party for such charges at the point of termination.

**k. PCI-DSS:** as may be applicable, deliver all services in full compliance with the most recent version of the Payment Card Industry Data Security Standard (PCI- DSS) in effect at the time-of-service delivery. Vendor will treat all ECS provided infrastructure and resources as public and non-secure, regardless of measures ECS may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to ECS that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on ECS for any aspect of that compliance. If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify ECS, and ECS will have an option to terminate this contract and receive a refund for unrendered services.

**l. Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by due to conditions beyond



its reasonable control including but not limited to: an act of war, hostile foreign action, labor strike, epidemics, pandemics, quarantines, national or regional emergency, public health emergency, changes in laws and governmental policies, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

**m. Deletion.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by ECS to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) ECS' responsibility to pay intangible taxes, property taxes, or sales taxes; (d) ECS' tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that ECS performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit ECS; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by ECS.

**n. Assignment.** Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of ECS, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

**o. Modifications.** This contract may only be modified by a change purchase order agreed to by both ECS and the Contractor. Should a court determine any provision of the contract is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid.

**p. Changes.** ECS shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this contract, an equitable adjustment shall be made, and this contract shall be modified in writing accordingly. Contractor agrees to accept any such changes subject to this paragraph.

**q. Legal Revisions.** The Parties agree to negotiate changes to the contract if Federal or State revisions of any applicable laws or regulations make changes in the contract necessary.

**13. No counterparts; Signatures.** The Agreement may not be executed in counterparts. It may be signed electronically, and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**14. Entire Agreement.** This contract, and any documents referred to on the face hereof, constitute the entire agreement of the parties.

**15. Additional Regulation.** Where applicable to this contract, all Contractors shall abide by, and comply with, the following federal and/or state statutes and regulations:

- A. Equal Employment Opportunity – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- C. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- D. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995.
- E. Debarment and Suspension (E.O.s 12549 and 12689)
- F. Recovered Materials (2 CFR 200.317): Contractors, where applicable, will comply with section 6002 of the Solid Waste Disposal Act.
- G. Electronic and Information Technology Accessibility standards provided in Rule 60-8.002, F.A.C.; 282.603, F.S.; and 2 CFR 200.335, *Methods for collection, transmission and storage of information*.
- H. Certification of Minority Business Enterprises, Florida Statute 287.0943
- I. Federal Food Drug and Cosmetic Act including the Food Additives Amendment of 1958.
- J. Drug-Free Workplace compliant with 41 USC 81.
- K. In accordance with Executive contract 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system.
- L. Title XX of Public Law 103-227, the Pro-Kids Act of 1994 (as amended by the Pro Children Act of 2001, 42 U.S.C. 60.
- M. Trafficking Victims Protection Act of 2000: Contractors supplying goods and services to ECS will fully comply with the Trafficking Victims Protection Act of 2000.
- N. Federal Insecticide, Fungicide, and Rodenticide Act.
- O. Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- P. Davis-Bacon Act (40 U.S.C. 276a, et. seq.), as supplemented by USDOL regulations (29 CFR Part 5)
- Q. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (40 U.S.C. 327-333)
- R. "Buy American Act" (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507).



By signing below and submitting a bid, the Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes and agrees this Addendum of General Terms and Conditions as of the date set forth below.

VENDOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_