

"A Tradition of Excellence"

Travis Fulton NIGP-CPP, CPPB, CPCP Director of Purchasing and Contract Administration 6544 Firehouse Road, Milton, Florida 32570-3411

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July 29, 2021

Dr. Karen Barber Superintendent of Schools 6032 Highway 90 Milton, Florida 32570

Dear Dr. Barber,

Notification to the Board of the execution of non-competitively sourced contracts that were above the prescribed threshold established by School Board Policy 7.70 (2).

Sincerely,

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**Travis Fulton** 

TF/bdg Att: 2

| Vendor Amount P. |              | P.O. # | Purchase                                     | Requested by / Dept.                     | Justification                                      |  |
|------------------|--------------|--------|--|--|--|--|
|                  |              |        |  | David Hicks, Assistant Superintendent of |  |  |
| BorderLan, Inc.  | \$170,100.00 | 732104 | Lightspeed Filter Software (3 year solution) | Information Technology Services          | exempt per DOE 6A-1.012(14) Information Technology |  |
|                  |              |        |  |  |  |  |
|                  |              |        |  |  |  |  |
|                  |              |        |  |  |  |  |
|                  |              |        |  |  |  |  |
|                  |              |        |  |  |  |  |



## State Tax Exemption # 858012622341C0 Federal Employer Identification # 596000845

## SANTA ROSA COUNTY SCHOOLS Purchase Order

Standard - borderlan

Show P.O. Number on all shipping containers, packing lists, correspondences, and invoices.

| Checked box indicates order must be fully received and invoiced by 06/30/2022.<br>Cancellations must be in writing. No backorders without buyer approval. | Ship To<br>INFORMATION TECHNOLOGY SERVICES<br>5086 CANAL ST - ANNEX BLDG<br>MILTON, FL 325706706 |
|---|--|
| BORDERLAN, INC  | Bill To  |
| 950 BOARDWALK   | INFORMATION TECHNOLOGY SERVICES  |
| SUITE 300   | 5086 CANAL ST - ANNEX BLDG   |
| SAN MARCOS, CA 92078  | MILTON, FL 325706706   |
| United States   | 850-983-5070   |

| Item # | Description                                  | Quantity | UOM | Unit Price | Amount     |
|--------|--|----------|-----|------------|------------|
|        | Lightspeed Filter Software (3 year solution) | 27000    |     | 6.30       | 170,100.00 |
|        |  |          |     | Total      | 170,100.00 |

| Fund | Function | Object | Facility | Project | Program | Amount     |
|------|----------|--------|----------|---------|---------|------------|
| 100  | 8200     | 369    | 9033     | 907333  |         | 170,100.00 |

Cindy Norton Purchasing Manager

## Comments for vendor:

## Terms & Conditions:

- 1. Do not exceed quantities or price without prior approval.
- 2. No substitutions without prior approval.
- 3. Purchase Order void if not filled within 60 days.
- 4. Payment will not be made until an order is completed in full.
- 5. Payment will be made only to the vendor listed above.
- 6. Collect shipments will be refused.
- 7. Termination per 2 CFR Appendix II to Part 200(B) and Florida Statute 287.058 for contracts exceeding \$10,000: a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. The School Board shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall: i. Immediately discontinue all services affected (unless the notice directs otherwise). ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress. b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination. c. If the termination is due to the failure of the vondor to fulfill its obligations under the contract, The School Board may: i. Require the vendor to deliver any work described in the Notice of Termination ii. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by the School Board. iii. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the vendor. d. In the event of termination for cause, the School Board shall be liable to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the vendor. d. In the event of termination for cause, the School Board shall be liable to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the vendor. d. In the event of termination Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
- 8. The Jessica Lunsford Act: The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: http://laws.flrules.org/files/Ch\_2005-028.pdf. The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at: http://srcsdhumanresources.weebly.com/jessica-lunsford.html
- 9. It is a condition of this Purchase Order that the vendor will comply with all Federal, State and Local laws, ordinances and rules, including but not limited to self-reporting if listed on the Federal Suspension and Debarment list and if convicted of Public Entity Crimes.