

**AGREEMENT FOR ADOPTION AND AMENDMENT OF
ORANGE COUNTY PUBLIC SCHOOLS CONTRACT
WITH LIBRARY INTERIORS OF FLORIDA, INC.
CONTRACT NO. 23-714**

This agreement is for the adoption and amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the contract to purchase furniture pursuant to the terms and conditions of the contract dated July 28, 2022 (the "ITB2204110 Contract") between Library Interiors of Florida, Inc., a Florida profit corporation (CONTRACTOR) and Orange County Public Schools.

WITNESSETH:

WHEREAS, effective on or about July 28, 2022, after complying with a competitive procurement process, Orange County Public Schools entered into the ITB2204110 Contract incorporated herein as **Exhibit A**, including addenda, which is in effect for an initial five-year term and includes five additional one-year renewal options; and

WHEREAS, simultaneously as a condition of the ITB2204110 Contract, CONTRACTOR entered into the general terms and conditions including a provision to allow other public agencies and/or political subdivisions within the State of Florida to purchase products and services at the prices indicated in the CONTRACTOR'S proposal; and

WHEREAS, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the ITB2204110 Contract to provide furniture for the Office of Library Services to the COUNTY; and

WHEREAS, the COUNTY and the CONTRACTOR want to enter into this agreement to adopt and amend the ITB2204110 Contract to specify its application to the COUNTY and to comply with the COUNTY'S procedures; and

WHEREAS, executing this agreement is in the best interests of the COUNTY and the residents of Lake County.

THEREFORE, the parties agree as follows:

I. Legal Findings.

The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

II. Scope

On the terms and conditions set forth in this agreement, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide the products and services as specified in the exhibits attached, the terms of which are incorporated and made a part of this agreement. The Services may be modified by change order as the project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties.

III. Payment

COUNTY will pay and CONTRACTOR will accept as full and complete payment for its obligations hereunder as provided in **Exhibit A** and in accordance with the ITB2204110 Contract. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

IV. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a "Contractor" as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

A. Keep and maintain public records required by the COUNTY to perform the services identified in this agreement.

B. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local

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Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

V. Applicable Law

This agreement shall be governed by the laws of the State of Florida. All legal action arising out of this agreement will have its venue in Lake County and this agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VI. Application to Lake County.

All terms applicable to “Orange County Public Schools” or “Public Agency” in the ITB2204110 Contract shall apply to the COUNTY and all references to “Orange County Public Schools” or “Public Agency” in the ITB2204110 Contract will be construed as to referring to the COUNTY under this agreement.

The CONTRACTOR shall provide any notices to the COUNTY as required under this agreement to the following locations:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

VII. Effect of Amendment.

All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this contract conflicts with the ITB2204110 Contract, this contract will govern.

VIII. Scope of Contract for Adoption & Amendment

This agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary

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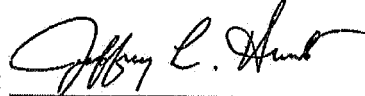
previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract supersedes and replaces any prior agreements between CONTRACTOR and COUNTY for library furniture. This agreement includes the following terms and attachments, all of which are incorporated herein:

Exhibit A ITB2204110 Contract including all addenda, pricing sheet, solicitation documents and general terms

IN WITNESS WHEREOF, the parties have signed this contract through their duly authorized representatives on the date under each signature.

CONTRACTOR

LIBRARY INTERIORS OF FLORIDA, INC.


By: 
Jeffrey L. Hunt, President

This 3RD day of FEBRUARY, 2023.

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COUNTY

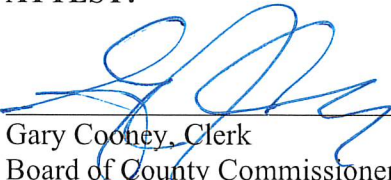
LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS



Kirby Smith, Chairman

This 14th day of March, 2023.


ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:



Melanie Marsh
County Attorney

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Exhibit A

DocuSign Envelope ID: AD405049-9614-46FF-B340-D95995051ADB



445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

July 28, 2022

**NOTICE OF AWARD
ITB2204110
FURNITURE**

The School Board of Orange County, Florida meeting in official session on July 26, 2022, voted to award this solicitation to the following firm(s);

Commercial Furniture Group, Inc.
Ernie Morris Enterprises Inc.
Fomcore, LLC
Hertz Furniture Systems, LLC
KNH Consulting, LLC dba Ingenious Culinary Concepts
Krueger International, Inc.
Lakeshore Learning Materials, LLC
Library Interiors of Florida, Inc.
MeTEOR Education, LLC
National Business Liquidators, Inc. dba Common Sense Office Furniture
R. George & Associates, Inc.
School Specialty, LLC
Schoolhouse Products, Inc.
Signature Products, Inc. dba Signature School Products
Source Interiors, LLC
WB Manufacturing, LLC

This letter is notification of award only. Do not ship or order materials without an authorized purchase order. Purchase orders shall be placed as needed by The School Board of Orange County, Florida personnel and delivery must be completed within the time specified in the agreement.

If you have any questions regarding the solicitation procedures, please contact Cassandra Palm at Cassandra.Palm@ocps.net.

Cordially,

DocuSigned by:

David Wheeler, NIGP-CPP, CPPO, CPPB
Director, Procurement & Contracting
The School Board of Orange County, Florida

"The Orange County Public School Board is an equal opportunity agency"

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**INVITATION TO BID AND CONTRACTOR
ACKNOWLEDGEMENT FORM**

POSTING DATE: **MAY 20, 2022**

PROCUREMENT CONTACT & EMAIL:
CASSANDRA PALM, ADMINISTRATOR
Cassandra.Palm@ocps.net

BID NUMBER AND TITLE:

ITB2204110 FURNITURE

BID DUE DATE & TIME:

JUNE 9, 2022 at 2:00 PM EST

NOTE: RESPONSES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED

QUESTION DEADLINE:

MAY 30, 2022 at 2:00 PM EST

ALL QUESTIONS MUST BE SUBMITTED THROUGH VENDORLINK. ANSWERS TO QUESTIONS WILL BE ISSUED IN THE FORM OF A WRITTEN ADDENDUM FOR REVIEW BY ALL INTERESTED PARTIES.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. YOUR RESPONSE WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.

COMPANY NAME: Library Interiors of Florida, Inc.

MAILING ADDRESS: 10006 Cross Creek Blvd. #432

CITY, STATE, ZIP: Tampa, FL 33647

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN): 58-1877256

TELEPHONE NUMBER: 813-977-6805

EMAIL: jeff.hunt@libraryinteriors.com

AUTHORIZED SIGNATURE:

TYPE OR

PRINTED NAME: Jeff Hunt

TITLE: President

DATE: June 8, 2022

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.

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ITB2204110 Furniture

BID SUBMITTAL CHECKLIST

The following documents must be submitted as part of the bid submission:

- Invitation to Bid and Contractor Acknowledgement – page #1
- Exhibit A - Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form
- Exhibit B - Drug-free Workplace Certification
- Exhibit C - Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Exhibit D - Contractor's Statement of Principal Place of Business
- Exhibit E - Byrd Anti-Lobbying Amendment Certification
- Exhibit F – Questionnaire
- Certificate of Insurance
- If a Florida Corporation, a screenshot of "ACTIVE" status through www.sunbiz.org
- If a Non-Florida Corporation, a screenshot of "ACTIVE" status from the state in which the business was formed
- All Addenda (if applicable)
- Manufacturer's Certification Letter
- Excel Bid Price Sheet

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ITB2204110 Furniture

SPECIFICATIONS / SCOPE OF WORK

1. **Scope:** The purpose of this Bid is to establish a contract to provide furniture for The School Board of Orange County, Florida on an as needed basis. No minimum order requirement is allowed.
2. **Acceptance of Commodities and/or Services:** The commodities and/or services to be provided hereunder shall be delivered to OCPS, in full compliance with the specifications and requirements set forth in this Bid. If the product provided by Contractor is determined to not meet the specifications and requirements of this Bid, either upon initial inspection or discovered at a later date, the item will be returned, at the Contractor's expense, to Contractor. At OCPS's own option, Contractor shall either provide an approved replacement, or provide a full credit for the returned product. Contractor shall not assess any additional charge(s) for any conforming action taken by OCPS under this clause.
3. **Manufacturer Certification**
Contractor must provide a letter signed by the manufacturer, on manufacturer letterhead, certifying that Contractor is an authorized dealer and in good standing.
4. **Delivery Charges**
Contractor **must include** in the percentage discount all inside delivery charges for delivery within Orange County, Florida on the Bid Price Sheet. No separate delivery charges will be accepted.
5. **Protecting Covering**
Contractor shall provide adequate protection along the delivery path to prevent damage to walls, floors, doors, fixtures, etc. Materials used for protection shall be those specifically designed for this purpose.
6. **Balance of Line**
The "balance of line" shall include other manufacturers that are not requested in this Bid, but are within the scope of products available from the Contractor. Contractor is to state the percent of discount from their full-line catalogs. Zero (0%) discounts will not be accepted. Contractor must bid a single firm fixed percentage discount, ex; 14% is acceptable, 14.075% is NOT.
7. **Installation**
The price sheet will allow for installation services, all installation fees will be a percentage of the cost of the discounted price. Installation and assembly is required by the Contractor when necessary.
8. **Quotes**
All quotes submitted to OCPS shall clearly identify the list price, discount percentage, unit price and the extended price.
9. **Additional Contractors:** OCPS reserves the right to increase the pool of prequalified Contractors to provide the services included in this Bid. If deemed necessary by OCPS and subject to approval, additional Contractor's will be added to the pool of awarded Contractors. Regardless as to the year a Contractor is added to the pool of awarded Contractors, all awards will be terminated at the end of this Bid.
10. **Area Representative**
Contractor must indicate on the Bid Price Sheet the name, phone number and email address, of the Contractor's representative(s) who will provide quotes and will be available for consultations when requested and provide assistance with any order issues. This information will be provided to OCPS staff to use when requesting quotes.

It is the Contractor's responsibility to update their sales representative contact information for the duration of this Bid by notifying OCPS Procurement Services of any changes.

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GENERAL TERMS AND CONDITIONS

1. **Definitions**

The School Board of Orange County, Florida may be referred to as "Board", "School Board", "District," or "OCPS" herein

The term "Contractor" shall refer to the company, individual, or organization that responds to this Bid and/or is awarded this Bid.
2. **Length of Contract and Renewals:** The intent of this Bid is to establish a contract for an initial period of **five (5) years** from the date of award by the OCPS School Board with **five (5) additional one-year** renewal options at the same prices, terms, conditions, and specifications upon mutual agreement by OCPS and the Contractor. Renewals must be in writing, with the signature of the Contractor's authorized representative and OCPS.
3. **Cancellation:** OCPS reserves the right to cancel this Invitation to Bid, in whole or in part, when it is in OCPS' best interest. Notice of cancellation will be posted on the OCPS VendorLink site.
4. **Bid Submission:** Bid submittals are due at the date and time indicated on the Contractor Acknowledgement Form or as amended in the form of an addendum issued by Procurement Services.

All solicitations and supporting documents will be posted on VendorLink at www.vendorlink.ocps.net. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

It is the sole responsibility of the Contractor to ensure that their Bid response is submitted through VendorLink no later than the time and date specified in the Bid or subsequent addenda. The Contractor is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the Bid response, it is the Contractor's responsibility to contact VendorLink technical support at support@evendorlink.com. OCPS shall not be responsible for delays caused in any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bid submittals may not be withdrawn after the bid due date. All Bid submissions must be transmitted electronically through VendorLink at www.vendorlink.ocps.net. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted. Once the Bid response is submitted, a confirmation email will be sent with the number and name of documents uploaded.
5. **Execution of Bid Submittal:** Each Bid submittal must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. Only the terms and conditions of this Bid, as released by OCPS or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by OCPS.
6. **Interpretation of Bid Documents:** No interpretation of the meaning of this Bid document or correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. All requests for an interpretation or clarification of this Bid, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error will be addressed in writing by the OCPS Procurement Services Representative. Inquiries must reference the date of Bid opening, Bid title, and Bid number. Interpretation of the Bid, clarification of Bid specifications, and changes to the Bid shall be communicated by written addenda only. Only the written interpretation or correction given by the Procurement Services Representative shall be binding. Verbal responses shall be considered inadmissible in Bid protest proceedings. Contractors are advised that no other source is authorized to interpret, explain, clarify or give information regarding the Bid documents. Written addenda shall be signed by the Contractor and returned with the Bid submission. Failure to return such addenda may constitute cause for rejection of a Bid submittal.

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7. Public Records:

OCPS is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.

7.1. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OCPS CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.

7.2. The Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by OCPS in order to perform the scope of services. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to OCPS, all public records in the possession of the Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

7.3. A request to inspect or copy public records relating to OCPS' contract for services must be made directly to OCPS' Custodian of Public Records. If OCPS does not possess the requested records, OCPS' Custodian of Public Records shall immediately notify the Contractor of the request. The Contractor must provide a copy of the records to OCPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If the Contractor does not timely comply with OCPS' request for records, OCPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

7.4. Should the Contractor fail to provide the requested public records to OCPS within a reasonable time, the Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

7.5. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if the Contractor does not transfer the records to OCPS. Upon completion, expiration, or termination of this Bid, the Contractor shall transfer, at no cost to OCPS, all public records in its possession or keep and maintain public records required by OCPS to perform the services. If the Contractor transfers all public records to OCPS, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, expiration, or termination of this Bid, the Contractor shall meet all applicable requirements for retaining public records and provide requested records to OCPS pursuant to the requirements of this Article. All public records stored electronically must be provided to OCPS in a format that is compatible with the information technology systems of OCPS.

8. Non-Collusion: The prices in the Contractor's submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor.

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9. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Section 112.313, F.S., all Contractors must disclose the name of any officer, director, agent, or representative who is also an employee of OCPS, who knowingly owns, directly or indirectly, any interest of any amount in Contractor's company, firm, or business, or who derives income of any kind from Contractor's company, firm or business.
10. **Bid Protests:** In accordance with OCPS School Board Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications set forth in this Bid or who is adversely affected by a decision of OCPS concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated contract value. The estimated contract value of this Bid is \$10,000,000.

The Notice of Intent to Protest and formal written protest shall be filed at the following address:
Senior Director, Procurement Services
445 West Amelia Street
Orlando, Florida 32801

The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

11. **No-Contact Period / Lobbying:** In accordance with School Board Policy KCE, During the No Contact Period, no Lobbyist, Principal, Business Associate, Business Entity, Vendor or other person may lobby a Board Member, the Superintendent, any Procurement Official or any OCPS employees except:(a) any designated Procurement Official or Officials who may be identified in the procurement documents for purposes of receiving questions or clarifications or for receiving bid protests; and (b) a Board Member, the Superintendent, any Procurement Official or any OCPS employee who is lobbied on issues or matters unrelated to the procurement of goods and services which are subject to the No Contact Period.

The No-Contact Period shall commence on the initial date of the advertisement for this Bid and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify the Contractor from consideration.

12. **Laws and Regulations:** Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between the Contractors submitting a response hereto and OCPS by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.
13. **Patents, Copyrights, and Royalties:** The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the OCPS. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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14. **Marketing/Advertising:** By submitting or being awarded this Bid, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using OCPS' name, logos, etc. without the express written consent of the District.
15. **Purchases by Other Public Agencies/Piggyback:** With the consent and agreement of the Contractor, purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.
16. **Right to Use Existing Contracts / Non-exclusivity:** OCPS reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative agreements, or to directly negotiate/purchase per OCPS policy and/or Rule 6A-1.012, Florida Administrative Code. OCPS also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of OCPS, at any time during this agreement term.
17. **Public Entity Crimes:** Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.
18. **Bankruptcy / Insolvency:** At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, OCPS may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
19. **Termination:** OCPS reserves the right to terminate the award as a result of this Bid, or any part herein, without cause or penalty. OCPS will notify the Contractor of the intent to terminate, in writing, a minimum of thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the Bid will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.
20. **Right to Reject:** OCPS reserves the right to reject any or all Bid(s), to waive minor irregularities and/or to accept the Bid(s), which in its sole judgment best serves the interest of OCPS.
21. **Extension:** In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period of time necessary for OCPS to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this Bid. Such extension shall be based upon the same prices, terms, and conditions set forth in this Bid.
22. **Method of Ordering:** The Contractor shall only fill orders for commodities and/or services upon receipt of an authorized purchase order issued by OCPS, or an OCPS Purchasing Card. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.

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23. **Invoicing:** The Contractor is required to submit all Invoices referencing a valid OCPS purchase order number for all requests for payment. Unless otherwise noted, invoices shall be mailed directly to The School Board of Orange County Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984.

It is the sole responsibility of the Contractor to ensure that an invoice corresponds to its applicable purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line under the ship-to area of the purchase order prior to submitting the invoice for payment.

Any invoice submitted as a result of the award of this Bid shall be itemized matching the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple line purchase orders.

An invoice can only reference one purchase order number. Invoices which do not reference valid purchase order numbers will be returned to the Contractor for resolution of the discrepancies and resubmitted. OCPS will only pay the dollar amounts authorized on the purchase order. All statements must reference valid purchase order numbers.

24. **Payment:** OCPS will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on Invoices, bills of lading, packages, cases, delivery lists, and correspondence.
25. **Availability of Funds:** The obligations of OCPS under this Agreement are subject to the availability of Funds lawfully appropriated for its purpose by the State of Florida and OCPS.
26. **Contractor's Representative:** Contractor must provide a point of contact for the term of this Bid to include the name, email address, office telephone, and cell phone numbers of the person(s) to be contacted for the placement of an order, coordination of services, and to address other issues. If the point of contact differs for regular work-hours and after-hours, weekends, and holidays, this must be provided. The Contractor must provide OCPS Procurement Services with any updates to the primary point of contact. OCPS reserves the right to require a change in the Contractor's point of contact at the District's sole discretion.
27. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by OCPS.
28. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve Contractor from responsibility.
29. **Anti-Discrimination:** The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
30. **Equal Employment Opportunity:** OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.

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31. **Fingerprinting / Jessica Lunsford Act:** The Contractor and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2006, "Non-Instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S. Any cost associated with compliance of the Jessica Lunsford Act shall be at the sole expense of the Contractor.
32. **Audit and Inspection:** OCPS or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Bid. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents or records in any form shall be open to OCPS' representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between OCPS and the Contractor.
33. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless OCPS, its board members, employees and representatives from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole gross negligence or intentional misconduct of OCPS.

Nothing in this Bid shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of OCPS' sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by OCPS hereunder shall be subject to OCPS' rights to sovereign immunity and any other limitations of liability provided OCPS pursuant to Florida law.

34. **Governing Law and Venue:** Any and all legal actions associated with this agreement will be governed by the laws of the State of Florida. Venue for any litigation involving this Bid shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this agreement. In the event that a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising wherefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

35. **Preference to Florida Businesses:** In accordance with Section 287.084(1)(a), F.S. when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive Bid, proposal or reply is by a Contractor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the district shall award an equal preference to the lowest responsible and responsive Contractor having a principal place of business within Florida. In a competitive solicitation in which the lowest Bid is submitted by a Contractor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Contractors

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having a principal place of business in that state, the preference to the lowest responsible and responsive Contractor having a principal place of business in the State of Florida shall be 5 percent.

A Contractor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Section 287.084(2), F.S.

The Contractor must complete the form titled "Contractor's Statement of Principal Place of Business" and include with Bid submittal.

36. **Contracts and Amendments:** The contents of this Bid and all provisions of the Contractor's submittal shall be considered an agreement and become legally binding. Any changes to the provisions herein after award must be in writing and signed by both parties.
37. **Compliance with Laws and OCPS Policies and Procedures:** Contractors are required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect their work in any manner to include OCPS School Board Policies which are available for review at <https://www.ocps.net/cms/one.aspx?pagelid=90745>. Failure on the part of the Contractor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations and all other legal requirements. The Contractor shall abide by all OSHA, NFPA and ADA regulations pertaining to the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression / extinguishers, job site first aid kits and emergency communication. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.
38. **FERPA:** To the extent Services provided hereunder pertain to the access of student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold OCPS harmless for any violation of this provision including, but not limited to, defending OCPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon OCPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon OCPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.
39. **HIPAA, CIPA, and GLBA:** Contractor agrees to comply with all applicable state and federal laws, regulations, and OCPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
40. **Prohibition Against Contracting With Scrutinized Companies:** The Contractor certifies by executing its Bid submission that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with OCPS for goods and services pursuant to Section 287.135.

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Specifically, by executing this bid submittal the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

If the Bid submittal is for an amount of one million dollars (\$1,000,000) or more, the Contractor certifies that it is not (1) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes and/or (2) engaged in business operations in Cuba or Syria.

OCPS reserves the right to terminate the award of this Bid if the Contractor

- a. Submitted a false certification of its eligibility to bid on, submit a proposal for, or enter into or renew a contract with OCPS for goods or services pursuant to Section 287.135, Florida Statutes; and/or
- b. Became ineligible to contract with OCPS for goods or services pursuant to Section 287.135, Florida Statutes subsequent to receiving the Award/Agreement/Contract from OCPS.

Should OCPS terminate the Bid due to falsification of eligibility, OCPS reserves the right to pursue any and all available legal remedies against the Contractor, include but not limited to the remedies described in Section 287.135, Florida Statutes.

Should OCPS terminate a contract due to post-award ineligibility, the Contractor shall be paid only for the funding-applicable work completed as of the date of the termination.

Unless explicitly stated in this section, no other damages, fees, and/or costs may be assessed against OCPS for its termination of the Bid pursuant to this section.

41. **Florida Department of State, Division of Corporations Registration Requirements:** Contractors who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Contractors must have an active status in order to be eligible to do business with OCPS. Contractors doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company.

If the Contractor is not located in Florida, the Contractor must provide their state's document number and a screen shot of their current, date-identified "active" status with their submittal.

42. **State Term Contracts:** In accordance with Section 1010.04, F.S., purchasing agreements and state term contracts available under Section 287.056, F.S. have been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
43. **Taxes:** OCPS is exempt from and does not pay Federal Excise or State of Florida Sales taxes.
44. **Confidential, Proprietary, or Trade Secret Material:** If the Contractor considers any portion of the documents, data, or records submitted in response to this Bid to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide the OCPS with a separate redacted copy of its response. The redacted copy shall contain the OCPS solicitation name, number, and the name of the Contractor on the cover, and shall be clearly titled "Redacted Copy." The Contractor must also include next to each redaction the statutory basis for the exemption. The Redacted Copy shall be provided to OCPS at the same time the Contractor submits its response to the Bid and may only exclude those exact portions which are claimed confidential, proprietary, or trade secret.

The Contractor shall be responsible for defending its determination that the redacted portions of its

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response are confidential, trade secret or otherwise not subject to disclosure. Further, the Contractor shall protect, defend and indemnify OCPS for any and all claims from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Contractor fails to submit a Redacted Copy with its response, OCPS is authorized to produce the entire documents, data or records submitted by the Contractor in response to a public records request for these records.

45. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the Contractor is providing OCPS the same or better pricing than other districts and governmental agencies. If during the term of this agreement, OCPS identifies better pricing for the same item, the Contractor agrees to offer the District the reduced price.
46. **Liquidated Damages:** The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of Agreement, or any material provision thereof, or fails to remedy any deficiency in performance, OCPS may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.
47. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.
48. **Report of Unsatisfactory Products and/or Services:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this Bid. The report may become an important part of the Contractor's history. The report and process will assist OCPS to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the Contractor from future Bidding.
49. **E-Verify:** By submitting a Bid response with OCPS, Contractor is obligated to comply with the provisions of Section 448.095, Florida Statute, "Employment Eligibility." Further, by execution of this Agreement, Contractor affirms and represents that it is registered with, and uses, the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.
50. **Data Confidentiality:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to OCPS or an individual identified with the data or information in Contractor's custody.
51. **Rights in Data:** OCPS is and will remain the owner of all data provided to Contractor by the OCPS pursuant to this Contract. Contractor will not use such data for any purpose other than providing services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of

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performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.

52. **Non-Disclosure:** Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only.
53. **Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with OCPS and/or any other parties shall take place via secure means using current industry approved encryption standards.
54. **Data Security:** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a SOC 2 Type II report shall be made available upon request by OCPS.
55. **Data Storage and Backup:** The Contractor agrees that any and all OCPS data will be stored, processed, and maintained solely on designated servers and that no OCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the OCPS Chief Information Security Officer for any general or specific case. Contractor agrees to store all OCPS backup data stored as part of its backup and recovery processes in encrypted form.
56. **End of Agreement Data Handling:** Contractor agrees that upon termination of this Agreement, or future agreement between the parties for similar services and upon request from OCPS, it shall return to OCPS all data provided by to OCPS in a useable electronic form, and erase, destroy, and render unreadable all OCPS data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of OCPS, whichever shall come first.
57. **Data Breach:** Contractor agrees to comply with the State of Florida Database Breach Notification Act set forth in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify OCPS immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
58. **Mandatory Disclosure of Confidential Information:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.

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59. **Remedies for Disclosure of Confidential Information:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
60. **Safekeeping and Security:** As part of the services provided under this Agreement, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by OCPS to Contractor's employees, agents or subcontractors, if any. Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of Contractor's personnel to have access to any OCPS facility, records, or data of OCPS if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of OCPS.
61. **Request for Additional Protection:** From time to time, OCPS may reasonably request that Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. Contractor shall not unreasonably decline OCPS' request.
62. **Notice:** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this bid document as its place for receiving notice, and OCPS designates the following address for such notice:

The School Board of Orange County, Florida
Attention: Procurement Services
445 West Amelia Street
Orlando, FL 32801
Telephone: 407-317-3988
Email: procurement@ocps.net

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SPECIAL CONDITIONS

1. **Award:** Award shall be made to the lowest, responsive, responsible Contractor(s), meeting the specifications with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to OCPS needs, delivery terms, qualifications, and past performance. OCPS reserves the right to make multiple awards in its best interest.

OCPS reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof; to reject any and/or all bids; and to waive any minor irregularity or technicality. Payment discounts will not be considered for bid evaluation purposes, but may be considered in the event of a tie.
2. **Secondary Quoting:** OCPS reserves the right to obtain quotes from all awarded Contractors of this Bid as defined in OCPS School Board policy DJB, Purchasing Procedures. OCPS reserves the right to request additional itemized supporting documentation for materials, labor, equipment rental and subcontracting as deemed necessary.
3. **Price Reduction:** If from date of Bid opening the Contractor(s) bids the same products at a lower price than offered to OCPS or reduces the bid price of the product, the lowest of these reduced prices will be extended to OCPS. If during the course of the contract, the manufacturer or distributor reduces the price on the awarded item(s), OCPS reserves the right to receive the lowest price offered on the open market.
4. **Price Adjustments:** Prices offered shall remain firm through the initial period of this Bid. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the anniversary date of the Bid award. Price adjustments must have written approval from OCPS Procurement Services prior to invoicing. Any purchase orders issued by OCPS prior to the approval of the price increase will not be modified. Any unit price adjustment invoiced without written approval from OCPS shall not be paid and the invoice returned to the Contractor for correction. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months. The CPI shall not be seasonally adjusted. OCPS reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. Contractor shall not be entitled to an increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum 30 days' prior to the effective change.
5. **Discount:** Percentage discounts shall be discounts from the Manufacturer Suggested Retail Price (MSRP). All quotes provided to OCPS must clearly identify the MSRP, the OCPS purchase price, and the percentage discount. OCPS reserves the right to request reports of purchases made to verify the contracted discounts are applied.
6. **Manufacturer's Name and Approved Alternates:** Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. If the Bid allows equivalent products, each the Contractor shall indicate with the Bid submission the manufacturer's name and model number and complete specifications. OCPS reserves the right to determine acceptance of item(s) as an approved alternate. Bid submittals that do not comply with these requirements may be subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed, or is no longer available and has been replaced with a new updated model and specifications, the Contractor shall notify OCPS Procurement Services in writing.
7. **Samples:** Samples of items, when required, must be furnished at no cost to OCPS and may be returned at the Contractor's expense. Each individual sample must be labeled with the Contractor's name, manufacturer's brand name, Bid name, Bid number and line item from the Bid. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the Bid submittal.

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8. **Safety Data Sheet:** A Safety Data Sheet (SDS) must be submitted with the Bid submittal for all hazardous materials and chemicals or at the request of OCPS. Failure to submit the required SDS may be cause for rejection of the bid submittal.
9. **Facilities:** OCPS reserves the right to inspect the Contractor's facilities at any time with or without prior notice and may use the information obtained in determining whether the Contractor is responsible in the performance of this Bid.
10. **Packing List:** All products shipped shall require proper packaging to ensure they are received free from damage. All shipments will include an itemized list of each package contents and reference the OCPS' purchase order number. No charges will be allowed for cartage or packing unless agreed upon by OCPS prior to shipment.
11. **Inspections and Testing.** The School Board will have the right to expedite, inspect, and test any of the goods or services covered under this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, will not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.
12. **Stop Work Order:** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
13. **Delivery:** The Contractor shall be responsible for delivery of all items in good condition at the delivery location on each purchase order. Deliveries shall be made during OCPS' normal operating hours. There will be no deliveries made on Saturdays, Sundays, or holidays unless coordinated with Contractor in advance. It shall be the responsibility of the Contractor to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned OCPS representative. Contractor shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the commodities and/or contractual services are found to be defective or do not conform to specifications, OCPS reserves the right to cancel the order upon written notice to Contractor and return the product at Contractor's expense.
14. **Freight Terms:** Bid prices shall include inside delivery, Free on Board (F.O.B.) destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving site designated on the purchase order. Contractor pays and bears all freight related charges, owns goods in transit, and files any claims.
15. **Warranty:** All goods and services furnished by the Contractor, relating to and pursuant to this Bid will be warranted to be free of defects, meet or exceed the specifications contained herein, and fit for the intended use. In the event of breach, the Contractor will take all necessary action, at the Contractor's expense, to correct such breach in the most expeditious manner possible.
16. **Bid and Performance Bonds:** Bid bonds, when required, shall be submitted with the Bid submittal in the amount specified. Bid bonds will be returned to un-awarded the Contractors. After acceptance of a Bid submittal, OCPS may notify the Contractor to submit a performance bond. Upon receipt of the performance bond, the bid bond will be returned to the Contractor.
17. **Protection of Persons and Property:** Precautions will be exercised at all times for the protection of persons and property. Barricades will be provided by the Contractor at its expense when work is

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performed in areas traversed by persons or vehicles. The Contractor shall conform to any safety requirements deemed necessary by The Occupational Safety and Health Administration (OSHA) requirements and by OCPS Representative to insure that safety of all students, staff, and community members.

Contractor shall at all times guard from damage or loss to property of OCPS and shall replace or repair any loss or damage unless such is caused by OCPS, other Contractor s. OCPS may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or its agents.

18. **Removal of Debris:** The Contractor shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. Contractor shall not use the trash receptacles located on OCPS property. Any debris left at the worksite must be removed within 24 hours' notice from OCPS. Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.
19. **Site Access:** To the extent services awarded under this Bid require the Contractor to be provided keys or security access badges by the district, if these items are lost, the Contractor will be responsible for the entire cost of replacement keys and the cost to rekey the site. For security purposes, the Contractor shall report the lost or stolen key to OCPS Asset Protection immediately, so that OCPS may take steps to secure the location.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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INSURANCE REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of this Bid and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

1. Commercial General Liability Insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must be endorsed or include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured using language equivalent to ISO CG2026.
2. Automobile Liability Insurance, including all owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this Bid, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
3. Workers' Compensation Insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all Contractor's employees who will be engaged in the performance of the services in this Agreement.
4. The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this Bid:
 - 4.1. Insurance Verification: It is a requirement of all Contractors to prove their capacity to provide the required insurance as set forth in this Bid. Contractors are required to provide in its response to this Bid a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above required insurance. If awarded, the Contractor will then be required to name The School Board of Orange County, Florida as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of award.
 - 4.2. The Contractor agrees that no services shall begin until proof of insurance is received by OCPS. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Bid. Upon reasonable request, the Contractor agrees to provide OCPS a copy of its insurance policies, forms and endorsements in its entirety.
 - 4.3. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.
 - 4.4. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
 - 4.5. The Contractor shall notify OCPS' Risk Management Department within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on above required insurance.
 - 4.6. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from OCPS or its insurance. To the extent that waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by OCPS had such waiver applied.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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- 4.7. Any required insurance that the Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000) shall be pre-approved by OCPS's Risk Management Department and referenced in an addendum to this Bid. To the extent any required insurance carries a deductible or self-insured retention (whether with or without OCPS approval), The Contractor shall be responsible for paying claims and expenses within the deductible or self-insured retention on behalf of OCPS (as an additional insured) or reimburse OCPS, when such above required insurance would respond had no deductible or retention been in place.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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OFFICE OF BUSINESS OPPORTUNITY PARTICIPATION GUIDELINES

OCPS is committed to increasing the number of qualified minority, women, and veteran owned Contractors who wish to provide products and services to the District.

For information regarding the District's MWBE, LDB, or VBE programs and/or for LDB certification, contact The Office of Business Opportunity at (407) 317-3739 or visit <http://www.obo.ocps.net>.

OCPS has established the following goals for participation:

- Minority or Women-Owned Business Enterprises (MWBE) - 12%
- Local Developing Businesses (LDB) - 10%
- Veteran Business Enterprises (VBE) - 3%

Minority or Women-Owned Business Enterprises Participation may be provided through the following elements:

- **Business with MWBE and/or LDB and/or VBE ownership:** The amount of participation for this element where the company is certified by agencies accepted by the OCPS as indicated below, the total amount of the order shall be used as the amount of participation.

MWBE, LDB and VBE Contractors must submit valid proof of certification with the Bid response from one of the following entities:

- City of Orlando
- Orange County Government
- State of Florida
- The National/Florida Minority Supplier Development Council (NMSDC/FMSDC)
- The Women Business Enterprise National Council (WBENC)

Each LDB Contractor must submit a valid LDB letter of certification issued by one of the following entities:

- The Greater Orlando Aviation Authority
- Orange County Public Schools LDB Certificate

Each VBE firm shall submit a valid VBE certification issued by one of the following entities:

- The State of Florida
- The United States Department of Veterans Affairs through the Center of Verification and Evaluation (CVE)

- **Sub-contractor participation:** Purchase of products and/or service obtained from minority/women distributors or manufacturers. The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining the status of MWBE, LDB, and VBE participation by Contractor shall be with the OCPS Office of Business Opportunity. After Bid responses have been evaluated, the Office of Business Opportunity will review the submitted documents to determine whether the Contractor has complied with the participation goals contemplated herein.

The Contractor must demonstrate to the satisfaction of the OCPS Office of Business Opportunity prior to the award of the Bid, and throughout the term of the Bid, that the Contractor is complying with the goals for MWBE, LDB, and VBE participation.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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If at any time, before or after the award of the Bid, the Contractor determines that they will be unable to comply, the Contractor may request an evaluation of Good Faith by the OCPS Office of Business Opportunity. The Office of Business Opportunity will make an analysis to verify that the Contractor has made diligent, good faith efforts to meet the goals for MWBE, LDB, and VBE participation, but due to circumstances beyond its control, it is not possible for the Contractor to comply.

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AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Exhibit A

Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form

OCPS has established annual participation goals for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB, and VBE participation percentages, only those dollars awarded to certified MWBE, LDB, and VBE Contractors will be utilized. Monies contracted or subcontracted to MWBE, LDB, and VBE Contractors are included in the calculation. As a result, Contractors are asked to include certified MWBE, LDB and VBE subcontractor participation information below. If the Contractor has questions regarding a subcontractor's certification, they may contact the OCPS Office of Business Opportunity at (407) 317-3739.

Overall percent of MWBE Subcontractor Participation expected: 0%

Overall percent of LDB Subcontractor Participation expected: 0%

Overall percent of VBE Subcontractor Participation expected: 0%

Please complete the following table by indicating the name of the subcontractor, whether or not they are an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the subcontractor, anticipated dollar value, and the anticipated percent of the contract value.

Subcontractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Contract Value
n/a	n/a	n/a	\$0.00	0%

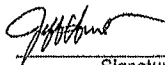
The Contractor agrees to supply all subcontractor payment information to OCPS Office of Business Opportunity. The due date and report format will be established upon award of the Bid.

Library Interiors of Florida, Inc.

 Contractor Name

Jeff Hunt - President

 Name and Title of Authorized Representative



 Signature

June 8, 2022

 Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Exhibit B

DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid submittals, which are equal with respect to price, quality and service, are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied Contractors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

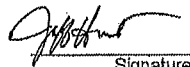
As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

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AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Exhibit C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE PREVIOUS PAGE *****

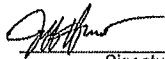
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.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

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ITB2204110 Furniture

Exhibit D

CONTRACTOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Name of Contractor: Library Interiors of Florida, Inc.

Identify state in which Contractor has its principal place of business: Florida

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which Contractor has its principal place of business:

NOTE: Section 287.084(2), F.S. states that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Contractor's attorney: _____

Printed name of out of state Contractor's attorney: _____

Address of out of state Contractor's attorney: _____

Telephone number of out of state Contractor's attorney: _____

Email of out of state Contractor's attorney: _____

Attorney's state(s) of bar admission: _____

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Exhibit E

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned company certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1362 (as amended by the Lobbying Disclosure Act of 1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Library Interiors of Florida, Inc.

Contractor Name

Jeff Hunt - President

Name and Title of Authorized Representative



Signature

June 8, 2022

Date

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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**Exhibit F
QUESTIONNAIRE**

1. Can your company provide a connection to a PunchOut-enabled eCommerce store?
For more information, visit <https://punchoutcommerce.com/guides/punchout/>
No.

2. Can your company receive cXML orders?
For more information visit <https://documentation.equallevel.com/kb/display/suppliers/cXML+Order+Delivery>
No.

3. Will you be the point of contact for submitting and testing the PunchOut and Order Delivery credentials?
n/a

4. Can you provide a spreadsheet with the item number, item description, and contracted price for the products or services under contract?
No.

5. If you do not use a PunchOut store, please describe how shoppers currently view or learn about your products/services and how they place orders.
Local Sales Representative will consult with Shopper to explore options

and develop a detailed quotation for order processing.

6. Will you be the point of contact for receiving transactions from the EqualLevel marketplace, such as quote requests and orders?
n/a

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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FEDERAL GRANTS TERMS AND CONDITIONS

For any services or goods purchased under this Bid that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

1. **Illegal Alien Labor:** The Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
2. **Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **Federal Drug Free Workplace:** The Contractor agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
4. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000:** The Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
5. **Energy Efficiency / Conservation (42 U.S.C. 6201):** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify OCPS concurrently within 30 days of notice of the violation.
7. **Debarment and Suspension:** The Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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8. **Equal Employment Opportunity** During the performance of this Bid, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and Access Requirements to all records. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Bid may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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- h. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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Required Clauses from Federal Emergency Management Agency (FEMA)

Required Clauses from Federal Emergency Management Agency (FEMA) in accordance with 2 C.F.R. § 200.326 AND 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this Solicitation as well as into a resulting subsequent Contract. By submitting a response in response to this Solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Remedies

Remedies for Purchase of Services applies to contracts greater than \$150,000. Failure of the Contractor to provide products within the time specified in the RFP shall result in the following: OCPS shall notify Contractor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide service, The School Board of Orange County, Florida reserves the right to purchase alternate service. The defaulting Contractor may be responsible for reimbursing the School Board for the price differences.

B. Termination for Cause and Convenience

The performance of work under this Bid may be terminated in accordance with this clause in whole, or from the time in part, whenever the OCPS representative shall determine that such termination is in the best interest of OCPS. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

The District's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Contractor shall not be found in default for events arising due to acts of God.

C. Equal Employment Opportunity

1. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

2. **Key Definitions.**

a. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with

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funds obtained from the government or borrowed on the credit of the government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- b. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
3. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
 4. The regulation at 41 C.F.R. § 60-1.4(b) requires the insertion of the following contract clause:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,

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regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor shall include the language in (4)(a) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor Issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency that Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis Bacon Act and Copeland Anti-Kickback Act

1. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
3. In accordance with the law, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week.
4. *The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*
5. Copeland "Anti-Kickback" Act. *In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (NFE) must report all suspected or reported violations to FEMA.*
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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- a. **Contractor.** *The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Contract Work Hours and Safety Standards Act.

1. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clauses concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

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set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The School Board of Orange County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

F. Rights to Invention Made Under a Contract or Agreement

- 1. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- 2. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- 3. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

G. Clean Air Act and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of \$150,000:

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Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

H. Debarment and Suspension.

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
3. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
4. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the

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non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

5. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of amount.
 - c. The contract is for federally-required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
6. The Following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- I. Byrd Anti-Lobbying Amendment**
1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
 2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
 3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
 4. The following provides a Byrd Anti-Lobbying contract clause:

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

J. Procurement of Recovered Materials

1. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
2. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
3. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

K. Additional FEMA Requirements

1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
2. **Changes.**

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To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. Access to Records

All non-Federal entities must place into their contracts a provision that all Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. The following provides a contract clause regarding access to records:

Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract."

L. DHS Seal, Logo, and Flags

1. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

M. Compliance with Federal Law, Regulations, and Executive Orders

1. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
2. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used

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to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. No Obligation by Federal Government

1. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
2. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

O. Program Fraud and False or Fraudulent Statements or Related Acts

1. The non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
2. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement."

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ADDENDUM NO. 1

May 31, 2022

ITB2204110 FURNITURE

The original Invitation To Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

This addendum is being issued to address questions received.

The following are questions and answers regarding the above mentioned solicitation:

1. **Question:** Can manufacturers hold this contract and designate dealers from the vendor list? If manufacturers cannot hold the contract, is this a discount off catalog bid where multiple vendors can hold the same manufacturer?
Answer: *Manufacturers can hold the contract if they sell direct. If the manufacturer prefers to work through a dealer, the dealer should submit. Multiple Contractor's may hold the same manufacturer as long as they comply with #3 of the specifications in the bid document.*
2. **Question:** What type of contract are you requesting catalog discount, discount off list price.
Answer: *Discount off manufacturer list price.*
3. **Question:** Please clarify what you are asking for on the manufacturer furniture pricing sheet list.
Answer: *Percentage discount off manufacturer list price.*
4. **Question:** How is this contract awarded?
Answer: *A pool of suppliers will be awarded.*
5. **Question:** When asking for a local representative how close would you like this local representative to be? Should they be located in the county or state?
Answer: *Does not need to be local, just someone who schools can contact to request a quote.*
6. **Question:** BID OPENING DUE DATE/TIME - The VendorLink webpage specified a Bid Opening Due Date/Time on Friday 6/10/22 at 2:00PM. The Invitation To Bid and Contractor Acknowledgement Form (page 1) specified a Bid Due Date & Time on Thursday 6/9/22 at 2:00PM. Please confirm the correct date/time for the bid opening.
Answer: *Thursday, June 9, 2022 at 2:00 PM. VendorLink has been updated.*
7. **Question:** INTERPRETATION OF BID DOCUMENTS (page 4) – If questions must be submitted by May 30, 2022 at 2:00PM, when can we expect a written addenda to be issued?
Answer: *After the question deadline.*
8. **Question:** PRICING (page 15) – Since the Manufacturer's Suggested Retail Price will change over the 5-10 year contract period, are the discounts/installation percentages to remain constant and be applied to MSRP in effect on the date of each quotation?
Answer: *Yes.*
9. **Question:** SUB-CONTRACTOR PARTICIPATION (page 20) – Is participation in MWBE/LBD/VBE program mandatory for award?
Answer: *No.*
10. **Question:** If MWBE/LBE/VBE is mandatory, do we have to submit good faith documentation with our response for subcontractors?
Answer: *Participation is not mandatory.*

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

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11. **Question:** Manufacturers have been updating their price list multiple times throughout the year due to the current economic environment. How often will you allow us to submit an updated Manufacturers Retail Price List for your approval?

Answer: A price list does not need to be submitted for approval. All quotes must reflect the current manufacturer list price and the percentage discount in accordance with the Contractor's submitted bid.

12. **Question:** If the newest Manufactures Retail Price List exceeds the allowable Consumer Price Index (CPI), will you approve the new price list since it is an established price of the manufacturer and not the bidder?

Answer: Yes.

13. **Question:** Due to the current economic environment, manufacturers are passing on Material and/or Fuel Surcharges. Will you allow the Material and/or Fuel Surcharges to be line list on your quotes?

Answer: No.

If you should have any questions regarding this addendum, please do not hesitate to contact Cassandra Palm, the Procurement Services team member responsible for this solicitation at Cassandra.Palm@ccps.net.

Sincerely,

DocuSigned by:



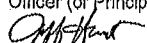
David Wheeler, NIGP-CPP, CPPO, CPPB
Director, Procurement and Contracting

Acknowledgement of Addendum No. 1 by Contractor

The Contractor hereby acknowledges receipt of the following Addendum:

This addendum shall be completed and signed by an authorized representative and returned with the solicitation submittal. The Acknowledgement of Addendum receipt will become an integral part of the solicitation document. In acknowledging receipt of this Addendum, the undersigned understands and accepts the foregoing solicitation changes and clarifications.

All other bid terms, conditions, and specifications as originally issued remain unchanged.

Jeff Hunt	President
Officer (or Principal)	Title
	June 8, 2022
Manual Signature	Date
Library Interiors of Florida, Inc.	10006 Cross Creek Blvd. #432, Tampa, FL 33647
Company Name	Address
813-977-6805	813-977-6806
Telephone Number	Fax Number

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

ORANGE COUNTY PUBLIC SCHOOLS

Procurement Services

Bid Price Sheet

Bid Title Furniture
Bid # ITB2204110

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION (% OF DISCOUNTED PRICE)
1	AGATI		
2	ALLIED PLASTICS		
3	ALLSEATING		
4	AMERICAN SEATING COMPANY		
5	AMTAB		
6	ARCADIA		
7	ARTOPEX		
8	BALT		
9	BIOFIT		
10	BRETFORD		
11	BRODART		
12	CARPET FOR KIDS		
13	CFK		
14	CHILDCRAFT		
15	CONTEMPORARY INTERIORS		
16	CORILAM		
17	CRAMER		
18	DIVERSIFIED WOODCRAFTS		
19	EARLY CHILDHOOD RESOURCES		
20	EDUSHAPE		
21	EMU		
22	ENCORE		
23	ERG		
24	FALCON		
25	GEORGIA CHAIR		
26	GLOBAL		
27	GROUPE LACASSE		
28	HON		
29	INTERIOR SYSTEMS, INC.		
30	IZZY+		
31	JONTI-CRAFT		
32	JSI		
33	KI		
34	LEARNING RESOURCES		
35	MELISSA & DOUG		
36	MIDWEST		
37	MIEN		
38	NATIONAL OFFICE FURNITURE		
39	NATIONAL PUBLIC SEATING		
40	OFFICE MASTER		
41	OFM		
42	PALMER HAMILTON		
43	PALMIERI		
44	PARAGON		
46	SAFECO		

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Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION (% OF DISCOUNTED PRICE)
47	SANDUSKY		
48	SHAIN SOLUTIONS		
49	SHELDON		
50	SICO AMERICA		
51	SIT ON IT		
52	SMITH SYSTEMS		
53	SOUND-CRAFT		
54	SPEC		
55	TENNSCO	25%	20%
56	THONET		
57	TMC	20%	20%
58	TOLEDO FURNITURE	20%	20%
59	TRENDWAY		
60	ULTRA PLAY		
61	UNITED CHAIR		
62	VERSTEEL		
63	VS		
64	WADDELL		
65	WHITNEY BROTHERS		
66	WITTFITT		
67	WORDEN	30%	20%

AGREEMENT FOR ADOPTION AND AMENDMENT OF ITB2204110 CONTRACT FOR LIBRARY FURNITURE; CONTRACT NO. 23-714

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION (% OF DISCOUNTED PRICE)
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OTHER MANUFACTURER'S CATALOGS AVAILABLE

Item #	Manufacturer's Catalog	FIXED DISCOUNT % OFF	INSTALLATION
68	3BRANCH	10%	20%
69	ENWORK	50%	20%
70	ESTEY DIVISION OF TENNSCO CORP.	30%	20%
71	FG LIBRARY & LEARNING	30%	20%
72	GRESSCO	18%	20%
73	HLF FURNITURE	20%	20%
74	INTEGRA SEATING	30%	20%
75	LOFTWALL	20%	20%
76	TABLE LOGIX	20%	20%
77	TLI FURNITURE	35%	20%
78	TRUE DESIGN	30%	20%
79	VIA SEATING	30%	20%
80			
81			
82			
83			
84			
85			

Area representative who can be contacted to provide quotes:

Name: Jeff Hunt

Phone Number: 813-977-6805

Email Address: jeff.hunt@libraryinteriors.com